

**AGENDA
BOARD OF SUPERVISORS
SONOMA COUNTY
575 ADMINISTRATION DRIVE, ROOM 102A
SANTA ROSA, CA 95403**

TUESDAY

NOVEMBER 14, 2017

8:30 A.M.

(The regular afternoon session commences at 1:30 p.m.)

Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

The Board welcomes you to attend its meetings which are regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

AGENDAS AND MATERIALS: Agendas and most supporting materials are available on the Board's website at <http://www.sonoma-county.org/board/>. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 575 Administration Drive, Room 100A, Santa Rosa, CA.

SUPPLEMENTAL MATERIALS: Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Board of Supervisors office at 575 Administration Drive, Room 100A, Santa Rosa, CA, during normal business hours.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241 or bos@sonoma-county.org as soon as possible to ensure arrangements for accommodation.

Public Transit Access to the County Administration Center:

Sonoma County Transit: Rt. 20, 30, 44, 48, 60, 62

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

For transit information call (707) 576-RIDE or 1-800-345-RIDE or visit or <http://www.sctransit.com/>

APPROVAL OF THE CONSENT CALENDAR

The Consent Calendar includes routine financial and administrative actions that are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members request specific items be discussed and/or removed from the Consent Calendar. There will an opportunity for the public to comment on the consent calendar prior to it being voted upon.

PUBLIC COMMENT

Any member of the public may address the Board on a matter listed on the agenda. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to the agenda item under discussion. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers.

8:30 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

II. CONSENT CALENDAR

HUMAN RESOURCES

AND

SONOMA COUNTY WATER AGENCY

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

AND

COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

1. Authorization for Agreement with Belfor USA for Fire Recovery of County Owned and Leased Locations Damaged by the 2017 Fires:
Authorize the Director of Human Resources to execute an agreement with Belfor Property Restoration for fire damage recovery and restoration services for County owned and leased locations covered by Property Insurance, for the term October 15, 2017 through June 30, 2018. The maximum agreement amount will be determined based upon scope of work as authorized by insurance adjusters and approved by the CSAC Excess Insurance Authority.

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Zane, Mayor Hundley)

2. North Bay Water Reuse Authority:
 - A) Authorize the Chair of the Sonoma County Water Agency and the Chair of the Sonoma Valley County Sanitation District to sign the North Bay Water Reuse Authority Fourth Amended Memorandum of Understanding, adding City of American Canyon as a member and adjusting governance and cost sharing provisions to incorporate changed membership.
 - B) Authorize Water Agency's General Manager or designee to execute an amended agreement with Brown and Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority increasing the amount by \$321,274, expanding the scope of work to include fiscal year 2017/2018, and extending the agreement term by ten months for a new not-to-exceed agreement total of \$3,319,653 and end date of October 30, 2018.
 - C) Authorize expenditure of Sonoma Valley County Sanitation District funds for District's portion of costs for the above amended agreement with Brown and Caldwell.
 - D) Adopt a resolution of the Sonoma County Water Agency authorizing adjustments to the adopted FY 2017/2018 budget in the amount of \$25,230.58. (4/5th vote required)
 - E) Adopt a resolution of the Sonoma Valley County Sanitation District authorizing adjustments to the adopted FY 2017/18 budget in the amount of \$25,230.57. (2/3 vote required)
(First and Second Districts)

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

3. Addition of Engineer Position Supporting The Stream Maintenance Program:
Adopt a resolution effective November 14, 2017 adding 1.0 FTE Water Agency Engineer IV to support the Field Operations Section with Stream Maintenance Program projects, and deleting 1.0 FTE Account Clerk II in the same division.

RUSSIAN RIVER COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

4. Small Community Wastewater Grant Fund Applications:
A) Adopt a Resolution approving the filing of grant applications to State Water Resources Control Board for the Headworks and Lift Stations Project and taking related actions. (The first application will be for a Condition Assessment in the amount of \$465,000.)
B) Adopt a Resolution approving the filing of grant applications to State Water Resources Control Board for the Force Main System Project and taking related actions. (The first application will be for a Condition Assessment in the amount of \$480,000.)

BOARD OF SUPERVISORS

5. Disbursement of Fiscal Year 17/18 First District Advertising Funds:
Approve Advertising Program grant awards and Authorize the County Administrator to execute a \$2,000 contract with the Sonoma Community Center for the Trashion Fashion Week and the 8th Annual Trashion Fashion Runway Show. (First District)

COUNTY ADMINISTRATOR

6. Board of Supervisors Rules of Procedure:
Adopt the updated Rules of Procedure for the Board of Supervisors meetings.

CLERK-RECORDER-ASSESSOR

7. City Election Services Contracts:
Authorize the Chair to execute agreements with the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the Town of Windsor to allow the Registrar of Voters' to provide election services for the period of January 1, 2018 through December 31, 2022.

ECONOMIC DEVELOPMENT BOARD

8. Consulting Services Amendment with Avalanche Consulting:
A) Authorize the Economic Development Board Director to execute an amendment to an existing contract with Avalanche Consulting for an additional \$75,000, for a total amount not to exceed \$250,000;
B) Adopt Resolution Adjusting the FY 2017-18 Budget transferring \$75,000 from available unassigned Advertising Fund balance to pay for the extended services with Avalanche Consulting to include economic damage from the October 2017 wildfire event.
(4/5th vote required)

GENERAL SERVICES

9. Cloverdale Pool License Agreement:
- A) Authorize General Services Director to execute the Cloverdale Pool License Agreement with the City of Cloverdale for the operation of the Cloverdale Veterans Memorial Building swimming pool, for a term not to exceed five years beginning on July 1, 2018 and expiring on June 30, 2023. Under the terms of this agreement the County will receive consideration of two thousand six hundred seventy five dollars (\$2,675) for each year of the agreement.
 - B) Find that the use of the pool by the City is necessary to meet the social needs of the County by providing options for healthy activities and that the County does not need the property for the term of the license agreement, pursuant to Government code section 26227.
- (Fourth District)

PERMIT AND RESOURCE MANAGEMENT

10. Issue a roiling permit (Ordinance No. 3836R) to Prunuske Chatham Inc.; ROI17-0009
Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) to Prunuske Chatham Inc. for installation of water diversion system in an unnamed stream to replace a failing culvert for the access driveway for 1200 to 1300 Furlong Road. (4/5th Vote Required)
11. Williamson Act Contract Replacement; 2052, 2058, and 2476 Wright Ranch Road, Healdsburg; PLP15-0009.
Adopt a resolution to rescind a portion of two existing type II Williamson Act Contracts on 142.31 acres (four parcels) and replace them with three new, non-prime Land Conservation Contracts on parcels (52.01 acres, 40.02 acres and 50.28 acres) resulting from a previously approved Lot Line Adjustment application LLA14-0057. (Fourth District)

TRANSPORTATION AND PUBLIC WORKS

12. Hart Lane and D Street at Fulton through Traffic closure:
Adopt a Resolution for the permanent closure to through traffic of both Hart Lane and D Street at their intersection with Fulton Road in the Community of Fulton to establish a railroad crossing quiet zone. (Fourth District)
13. Mark Thomas and Company Amendment for Rail Crossing Improvements at River Road and Hart Lane (C18003):
Approve and authorize Chair to sign an amendment to the agreement with Mark Thomas and Company for \$98,713 increasing the contract to \$258,713 and extending the term of the agreement to June 30, 2018 for engineering services for grade crossing and design. (Fourth District)
14. Transfer of Solid Waste Franchise Agreement and Transfer Stations/Materials Recovery Facility Operations Agreement:
Approve two Assignment, Novation, and Consent Agreements consenting to the assignment of the following agreements to Recology Sonoma Marin (a subsidiary of Recology, Inc.) and Recology, Inc., respectively:
- A) Amended and Restated Solid Waste Franchise Agreement By and Between the County of Sonoma and Redwood Empire Disposal Sonoma County, Inc. dated October 19, 2010, as previously amended; and

- B) Agreement for Operations of Sonoma County Transfer Stations and Materials Recovery Facility Between The Ratto Group of Companies, Inc. and Republic Services of Sonoma County, Inc. dated March 21, 2013.

APPOINTMENTS/ REAPPOINTMENTS

15. California State Association of Counties Board of Directors Assignment:
Nominate Supervisor James Gore as the Board's primary appointment to the California State Association of Counties Board of Directors and Supervisor Susan Gorin as the alternate.
16. Reappointments to the Sonoma Mountain County Water District:
Reappoint Nancee Fox, Thomas Gillett & Tom Cronin to the Sonoma Mountain County Water District:
A) Nancee Fox, term effective 12/01/17 and expiring on 12/01/21;
B) Thomas Gillett, term effective 12/01/17 and expiring on 12/01/21;
C) Tom Cronin, term effective 12/01/17 and expiring on 12/01/19.

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

(Gold resolutions are presented in the afternoon session at 1:30 P.M.)

17. Adopt a Gold Resolution for Mike Senneff as the recipient of the 2017 Michael O'Donnell Civility Award. (Third District)
18. Adopt a resolution honoring November as Conservatorship Appreciation Month in Sonoma County. (Human Services)
19. Adopt a resolution urging the United States Congress to enact a revenue-neutral carbon fee and dividend. (Fifth District)

PRESENTATIONS AT A DIFFERENT DATE

20. Adopt a Resolution Honoring Teen Services Sonoma as a recipient of North Bay Leadership Council's 2017 Leaders of the North Bay Award for "Empowering the Latino Community." (First District)

III. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETING

IV. REGULAR CALENDAR

COUNTY ADMINISTRATOR

21. Fire Recovery Update:
Receive Update on Fire Recovery Efforts and Consider Next Steps. (Informational Only)

BOARD OF SUPERVISORS

22. Fee Waiver:
Approve a fee waiver for West County Community Services for the Free Dinners Program held at the Guerneville Veteran’s Hall four times monthly, in the amount of \$1,789 for FY 17-18. (Fifth District)

23. **PUBLIC COMMENT ON CLOSED SESSION ITEMS**

V. CLOSED SESSION CALENDAR

24. The Board of Supervisors, the Board Of Directors of the Water Agency, the Board Of Commissioners of the Community Development Commission, and the Board Of Directors Of The Agricultural Preservation And Open Space District will consider the following in closed session: Conference with Labor Negotiators: Agency Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).
25. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Agricultural Preservation and Open Space District General Manager (Government Code Section 54957(b)(1)).
26. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9(d)(4). 1 case.
27. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2). 1 Case.
28. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9(d)(4). 1 case.
29. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Possible initiation of litigation pursuant to Government Code Section 54956.9(d)(4). 1 Case.
30. The Board of Supervisors and the Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Potter Valley Hydroelectric Project, FERC Project No. 77. (Government Code Section 54956.9(d)(1).)

VI. REGULAR AFTERNOON CALENDAR

31. **RECONVENE FROM CLOSED SESSION**
32. **REPORT ON CLOSED SESSION**

VII. 1:30 P.M. - PRESENTATIONS/GOLD RESOLUTIONS

33. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS

(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board's jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized item speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.)

34. Permit and Resource Management Department: Review and possible action on the following:
Acts and Determinations of Planning Commission/Board of Zoning Adjustments
Acts and Determinations of Project Review and Advisory Committee
Acts and Determinations of Design Review Committee
Acts and Determinations of Landmarks Commission
Administrative Determinations of the Director of Permit and Resource Management

(All materials related to these actions and determinations can be reviewed at:

<http://www.sonoma-county.org/prmd/b-c/index.htm>)

35. ADJOURNMENT

NOTE: The next Regular Board Meeting will be held on December 5, 2017 at 8:30 a.m.

Upcoming Hearings (All dates are tentative until each agenda is finalized)



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 1
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma
Board of Directors of the Sonoma County Water Agency
Board of Directors of the Sonoma County Agricultural Preservation and Open Space District
Board of Commissioners of the Community Development Commission

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Janell Crane, Acting Risk Manager, 565-2885

Supervisorial District(s):

All

Title: Authorization for Agreement with Belfor USA for Fire Recovery of County Owned and Leased Locations Damaged by the 2017 Fires.

Recommended Actions:

Authorize the Director of Human Resources to execute an agreement with Belfor Property Restoration for fire damage recovery and restoration services for County owned and leased locations covered by Property Insurance, for the term October 15, 2017 through June 30, 2018. The maximum agreement amount will be determined based upon scope of work as authorized by insurance adjusters and approved by the CSAC Excess Insurance Authority.

Executive Summary:

Due to the recent wildfires, various County departments and agencies sustained fire damage ranging from minor smoke damage to destruction of buildings, radio towers and vehicles owned by the County of Sonoma and affiliate agencies. While total loss assessments are still being developed, County staff has been working with the CSAC Excess Insurance Authority, Property Insurance Program, in coordinating fire damage and recovery efforts to restore County operations. All County owned and leased locations (contents) are covered under the property insurance program thus costs of cleaning, recovery and restoration of these properties are covered.

Due to the urgency to restore County operations as quickly as possible, cleaning and restoration work was directed using vendors recommended and authorized by McLaren's, the insurance adjusters for the CSAC Excess Insurance Authority Property Insurance Program. Belfor Property Restoration is a well-known and reputable service provider which the County has utilized for previous restoration of other property losses (Tolay Lake Regional Park), and they are an approved vendor through General Services Purchasing. The County was fortunate to retain this vendor so quickly, in light of the high demand for fire recovery services. These quick efforts facilitated the County's ability to re-open County locations which were in close

proximity to the fires, such as the buildings in the County Administration Center, Juvenile Justice Center, and Valley of the Moon Children's Home.

To facilitate payment of insurance proceeds received from the CSAC Excess Insurance Authority, it is necessary to execute agreements to cover the work which has been completed to date, and will be continuing. All costs associated with fire damage work on County covered locations in excess of the estimated \$60,000 - \$120,000 deductible budgeted in the Risk Management Internal Services Fund, will be covered through insurance proceeds. As most County owned and leased locations are covered by insurance, such costs are not eligible for reimbursement from FEMA, although the deductible amount may be recoverable. County locations not covered by property insurance, such as trails, land, bridges, tunnels, roads, culverts, and flora, will have limited or no insurance coverage, and these costs would be submitted to FEMA for reimbursement.

The County participates in a joint-purchase property insurance program through the CSAC Excess Insurance Authority and has been a member in this program since its inception in 1984. The program provides All-Risk property coverage on all County and affiliate agency owned and leased locations, including Parks, cell towers, vehicles and heavy equipment. Annual premiums for the current coverage year 3/31/2017 to 3/31/2018 for All-Risk, Earthquake and vehicle coverage is \$1,229,642.

The County has been coordinating with property adjusters from the CSAC-EIA to facilitate various recovery projects which required immediate attention during and in the aftermath of the fire. Due to its proximity to the fires in the Sonoma Valley area, both the Juvenile Justice Center and Valley of the Moon Children's Home required extensive interior and exterior cleaning before repopulating the facilities. Environmental testing and deployment of air scrubbers was performed at most locations to ensure the air quality and comfort of County employees and the public. Reported property losses to date include the loss of structures located on property owned by the Open Space District, damage to 6 County parks (3 with extensive damage) the Barnham Radio tower located on 2179 Calistoga Road, 5 County-owned vehicles and numerous laptops, which were in the possession of County employees and destroyed in residential fires.

Further recovery efforts are underway in coordinating debris removal of fire damaged locations. As staff will further access remediation and restoration of County owned locations, this work will continue for a number of months. A more comprehensive report of County owned property damage assessment will be presented to the Board at a later date.

November 7, 2017: Resolution Extending the Proclamation of Local Emergency Issued on October 9, 2017, Due to the Damage Arising from the Complex Fires and the Impending Onset of the Rainy Season.
October 10, 2017: Resolution 17-0389 Ratifying County Administrator's Proclamation of the Existence of A Local Emergency for Existence of Multiple Fires and Request for State and Federal Assistance
July, 1986: Board authorized participation in the CSAC Excess Insurance Program in 1986

Goal 1: Safe, Healthy, and Caring Community

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	120,000		
Additional Appropriation Requested			
Total Expenditures	120,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	120,000		
Use of Fund Balance			
Contingencies			
Total Sources	120,000		

Narrative Explanation of Fiscal Impacts:

The Property Deductible Budget in the Risk Management Internal Services Fund is funded through property insurance rates charged countywide based upon per square foot usage. Human Resources, Risk Management will facilitate payments in excess of the County's deductible (estimated to be in the range of \$60,000 to \$120,000), upon receipt of pre-approved insurance proceeds from the CSAC Excess Insurance Authority. We anticipate insurance proceeds to be paid timely and will monitor cash flow to ensure compliance within acceptable financial accounting practices, in coordination with the Auditor-Controller and County Administrator.

Not applicable.

Agreement

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- | | | | | | |
|--|--|---|--|---|--|
| <input type="checkbox"/> Bakersfield
3553 Landco Dr, Ste A
Bakersfield, CA 93308
877.636.0760 F:
861.636.0761 | <input type="checkbox"/> Fresno
3461 W Holland Ave
Fresno, CA 93722
877.835.0811 F:
559.244.0812 | <input type="checkbox"/> Lake Tahoe
128 Market St, Ste 2D
Stateline, NV 89449
877.587.2416 F:
775.588.4997
Mailing address: see
Reno address | <input type="checkbox"/> Orange County
2920 E White Star Ave
Anaheim, CA 92806
800.421.4112 F:
714.632.7688 | <input type="checkbox"/> Redding
2930 Innsbruck Dr, Ste B
Redding, CA 96003
855.249.1900 F:
530.224.1904 | <input type="checkbox"/> Riverside
3443 Durahart St
Riverside, CA 92507
877.543.8236
F: 951.682.7100 |
| <input type="checkbox"/> Sacramento
3132 Dwight Rd, Ste 300
Elk Grove, CA 95758
855.399.1865 F:
916.399.9388 | <input type="checkbox"/> San Diego
9060 Activity Rd, Ste A
San Diego, CA 92126
866.421.4144 F:
858.847.9878 | <input type="checkbox"/> San Fernando Valley
27 W Easy Street, Ste 403
Simi Valley, CA 93065
866.764.4112 F:
818.882.7685 | <input checked="" type="checkbox"/> San Francisco/Hayward
2365 Industrial Pkwy W
Hayward, CA 94545
888.543.3473 F:
510.887.9110 | <input type="checkbox"/> San Jose
2297 Ringwood Ave
San Jose, CA 95131
888.929.3472 F:
408.929.3477 | <input type="checkbox"/> Reno
50 Artisan Means Way, Ste B
Reno, NV 89511
866.938.2447
F: 775.356.0633 |

**CONSTRUCTION CONTRACT BETWEEN OWNER AND
 BELFOR USA GROUP, INCORPORATED**

THIS CONSTRUCTION CONTRACT ("Contract") dated 10/15/2017 is by and between The County of Sonoma ("Owner"), and BELFOR USA Group, Inc. ("Contractor") for construction works at the property located at County Buildings (the "Property").

Contract Documents. The Contract Documents consist of this Contract and the following:

Exhibit A: (Check one):

- Lump Sum Estimate** in the amount of _____ dated _____ for work generally described as _____.
- BELFOR's Rate & Materials Schedule** dated 10/15/2017 (for "Time and Materials" contracts)

Exhibit B: _____

This Contract and the documents above, along with modifications issued after the execution of this Agreement form the Contract and are as fully a part of the Contract as if attached to this Contract or repeated herein. In the event of any inconsistency, conflict or ambiguity among the Contract Documents, handwritten modifications on this Agreement shall take precedence over typewritten text, this Agreement shall take precedence over the Exhibits listed above, and the Exhibits above shall take precedence in the order set forth above.

**ARTICLE 1
 THE WORK**

The project consists of the following services, referred to as the "Work."

1.1 Construction. Contractor shall provide the construction administration and management services as described in more detail in the attached Estimate and elsewhere in the Contract Documents. Contractor will use its best efforts to perform the Work consistent with the Contract Documents and to do so in an expeditious and workmanlike fashion.

1.2 Exclusions. Unless specifically described in the Contract Documents, Contractor is not required to: (a) perform code upgrades or detect, remedy or repair any existing construction defects, code violations, illegal conditions, unusual or abnormal concrete footings, foundations, piers or unusual depth requirements, or any damage caused by termites or dry rot; (b) replace, reroute, or relocate plumbing, gas, water or sewer lines, vents, pipes, ducts, conduits or wiring; (c) change any existing electrical service panel other than to add circuit breakers or fuse blocks to distribute electric current to new outlets; (d) work on city sewer systems; (e) perform any work (beyond the scope of this Contract) required by any public body, utility or inspector; (f) excavate filled ground or ground of inadequate bearing or rock or any other material not removable by ordinary hand tools; (g) perform mold remediation, sewage cleanup, asbestos abatement or environmental decontamination; or (h) sample or test for the presence of mold, fungi or bacteria. Any such work is an additional work item not included in the Contract Price.

**ARTICLE 2
 COMPENSATION AND PAYMENT TO CONTRACTOR**

2.1 Contract Price. The Contract Price for the Work shall be defined as follows (check one):

- Lump Sum:** Owner shall pay Contractor the sum of \$ _____, as set forth in the Estimate attached as **Exhibit "A."** The Estimate is a good faith approximation based on currently available information and is subject to increase based on conditions discovered later. Owner understands that despite due diligence by Contractor, there may be issues that were not discovered when the Estimate was prepared, and that conditions may make it impossible to render an accurate quotation before commencing work.
- Rate and Materials.** Owner shall pay Contractor the sum of \$ _____, as set forth in BELFOR's Rate and Materials Schedule attached as **Exhibit "A."**

Owner Initials: _____ BELFOR Initials: _____

2.1.1 Adjustments to Contract Price. It is understood that the Work may be subject to change due to unknown factors, those changes may result in a revised Estimate or a Supplement which may increase the price and scope of the project. All non-insured code upgrades, deductibles or Work not covered by the insurance policy is the financial liability and responsibility of the Owner and must be mutually agreed to in writing by a Change Order. Contractor will be paid 50% for any and all Change Orders prior to work and the balance upon completion.

2.2 Change Orders. Any changes in price or completion time will be negotiated in good faith between the parties and set forth in a written Change Order signed by both parties. Owner will be responsible for water, electrical and utility charges. Contractor will provide industry standard documentation to the insurance company, Hygienist, Owner or their agents in order to properly document the changed work. Contractor is entitled to a Change Order for delays beyond Contractor's control and for delays resulting from concealed, unknown or unusual conditions and for restarting work after stopping.

2.2.1 Authorized Representative. Owner's Representative is authorized to approve and execute Change Orders on Owner's behalf. Contractor may rely on all decisions made by Owner's Representative. All Change Orders executed by Owner's Representative will be binding on Owner.

2.3 Invoices. Contractor shall submit to Owner an invoice and any necessary and appropriate lien waivers signed by Contractor and its subcontractors of every tier.

2.3.1 Assignment of Insurance Benefits and Direct Payment Authorization. In consideration of the Owner not securing personal funds for the Work or obtaining financing for this project, Owner hereby irrevocably assigns and transfers all rights, title and interest to insurance proceeds paid for the Work performed or to be performed by Contractor. Owner hereby authorizes and directs all insurers to name "**BELFOR USA Group, Inc.**" as a payee on all checks and drafts produced for Contractor's work.

2.3.2 Limited Power of Attorney. Contractor is hereby appointed as Owner's Attorney in fact to endorse and deposit in its accounts any insurance checks or drafts relating to this Contractor's work.

2.3.3 Insurance Payments to Contractor. If Contractor has begun or is working on the project, the Owner agrees to immediately endorse and tender said insurance drafts to Contractor for payment. Upon receipt of such payment, Contractor promises to produce waivers in the like amount. Contractor, at its option, and upon written notice to Owner, may require Owner to establish an escrow account for the project cost or produce a payment bond as surety for payment.

2.4 Payment Amount. Provided Contractor has submitted an Application for Payment or invoice in accordance with the requirements of this Contract, Owner agrees to pay monthly to Contractor an amount equal the following:

\$ _____ shall be paid at the start of _____;
\$ _____ shall be paid at the start of _____; and
\$ _____ shall be paid at the start of _____.

2.5 Interest for Past Due Payment. Interest shall accrue at the rate of ten percent (10%) per year on all past due sums.

2.6 Administrative Service Charge. Separate from and in addition to the interest set forth in 2.5, above, Owner shall pay Contractor an Administrative Service Charge of 1.5% per month on all past due sums.

2.7 Agreed Procedure for Billing Disputes. Owner will review Contractor's invoices within ten (10) days of the date of the invoice and notify Contractor of any objection in writing within twenty days (20) days of the date of the invoice. If no objection is made by Owner within this period of time, it is agreed that the invoice shall be deemed accurate and reasonable and Owner shall be obligated to pay the entire invoice amount. Should Owner dispute any charge set forth on any invoice, such dispute must be made in writing, specifying each specific billing entry in dispute and the basis for the dispute. **ANY OBJECTION THAT IS NOT DELIVERED TO CONTRACTOR WITHIN 20 DAYS OF THE DATE OF THE INVOICE SHALL BE EXPRESSLY WAIVED.** The existence of such a dispute will not alter the obligation to pay interest on the disputed amount as set forth in this agreement, unless the Owner receives a judgment in Owner's favor with respect to such disputed amounts.

2.8 Credit Check Authorization. Owner hereby authorizes Contractor to make reasonable credit inquiries and to receive any information regarding Owner's financial or credit status from creditors or financial institutions which Contractor reasonably deems relevant. Owner hereby authorizes all such creditors and financial institutions to divulge such information to Contractor. Owner acknowledges and agrees that credit privileges, if granted, may be withdrawn at any time.

**ARTICLE 3
TIME OF COMPLETION**

3.1 Commencement Date. The Work shall commence on approximately 10/15/2017 (the "Commencement Date"), except in the event that circumstances beyond Contractor's reasonable control make such commencement impractical or unreasonable.

3.2 Substantial Completion. Substantial completion will have been achieved at the point when the Work is sufficiently complete in accordance with this Contract so the Work can be reasonably utilized by Owner for its intended purpose, except for minor items which do not substantially impair Owner's ability to so occupy and utilize or continue to occupy or utilize the Property. Contractor shall diligently perform the Work to Substantial Completion within approximately 11/14/2017 (30) days after the Commencement Date ("Contract Time").

3.2.1 Adjustments to Contract Time. The Contract Time may only be adjusted for time extensions approved by Owner and agreed to by Change Order executed by Owner and Contractor.

3.2.2 Calendar Days. All references in this Contract to "days" shall mean calendar days.

**ARTICLE 4
INDEMNIFICATION**

4.1 Indemnification to Owner. To the extent allowed by law, Contractor hereby agrees to indemnify and hold harmless Owner, Owner's related and affiliated entities, and their respective partners, affiliates, principals, officers, directors, shareholders, attorneys, agents, employees, representatives, and insurers from and against any and all losses, liability and damages (including, without limitation, attorneys' fees and court costs) arising directly or indirectly from any of the following: (i) performance or nonperformance of the Work by Contractor or its Subcontractors or Sub-subcontractors of any tier; (ii) the construction activities of Contractor or its Subcontractors or Sub-subcontractors of any tier; (iii) the payment or nonpayment by Contractor to any of its Subcontractors or Sub-subcontractors of any tier, for Work performed on or off the Property; and (iv) any personal injury, property damage or economic loss to third parties associated with the performance or nonperformance of the Work by Contractor or its Subcontractors or Sub-subcontractors of any tier.

4.2 Indemnification to Contractor. To the extent allowed by law, Owner hereby agrees to indemnify and hold harmless Contractor and its owners, related and affiliated entities, and their respective partners, principals, officers, directors, shareholders, attorneys, agents, employees, representatives, and insurers from and against any and all claims, losses, liability, injury or damage (including, without limitation, attorneys' fees, expert fees and court costs) arising directly or indirectly from any of the following: (i) any and all misdiagnosis, error, or omission by third-party consultants, inspectors or hygienists; (ii) Contractor's compliance with the directions, instructions or protocols set forth by any consultant not hired by Contractor; and (iii) the use of or reliance on reports, protocols, tests, findings or analyses made after Owner's approval of the Work.

ARTICLE 5 WARRANTY

5.1 Contractor warrants to Owner that all materials and equipment used will be of good quality, and free of liens, claims, and security interests of third parties; that all labor, installation, materials and equipment used or incorporated into the Work will be of good quality, installed in a good and workmanlike manner, and free from defects; and that the Work will conform with the requirements of this Contract and applicable code requirements. The Warranty shall commence thirty (30) days after the final payment by Owner and shall continue for a period of one year thereafter or for such longer periods as may be provided in the scope of work in ARTICLE 1. Warranty claims must be made in accordance with the notice provisions of ARTICLE 8. If required by Owner, Contractor shall furnish reasonably sufficient evidence of the kind and quality of materials and equipment used.

5.1.1 Owner understands and acknowledges that ongoing maintenance, proper ventilation, cleaning and moisture control are crucial to prevent microbial growth and that such measures are beyond the scope of Contractor's responsibility under this Contract.

5.2 The Contractor's warranty as set forth above, is in addition to, and not a limitation upon, any other warranties or guarantees required or created by the terms of the Contract Documents or law.

ARTICLE 6 COMPLIANCE WITH APPLICABLE LAWS

6.1 Contractor agrees to, at all times during performance of the Contract, conform to all applicable requirements of codes, laws, regulations and ordinances pertaining to the Work, the Property, Owner and Contractor, with no adjustment to the Contract Price.

6.2 Contractor shall at all times maintain good discipline and order among its employees and subcontractors. The Owner reserves the right to order any person reasonably deemed unfit off the site for the duration of the Work. Contractor shall provide competent, qualified personnel to perform the Work and shall ensure that each such employee, Subcontractor and Sub-subcontractor engaged upon the Property arranges the storage of materials and equipment and performs its Work so as to interfere as little as possible with separate contractors or other persons engaged in work for Owner upon the site.

6.3 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be

filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

ARTICLE 7 INSURANCE

7.1 The following policies and coverages shall be furnished by Contractor:

7.1.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) coverage, with \$1,000,000 combined single limit per occurrence, and \$2,000,000 in the annual aggregate. CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, contractual liability, broad form property damage liability, products and completed operations coverage and X,C,U (explosion, collapse, underground) hazards. Limits may be provided in a "layered" program, by means of primary and umbrella policies.

7.1.2 Business Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability with \$1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate. Defense costs shall be in addition to the limit of liability. Coverage shall apply to any automobile owned, hired and non-owned. Limits may be provided in a "layered" program, by means of primary and umbrella policies.

7.1.3 Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain worker's compensation insurance as required by state law and Employer's Liability Insurance in the amount of \$500,000 per accident for bodily injury or disease.

7.2 The General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:

Owner shall be included as Certificate holder as respects the Commercial General Liability Insurance and Business Automobile Liability Insurance. This shall apply to claims, costs, injuries or damages. Owner and other insureds mentioned in this paragraph shall not, by reason of their inclusion as insureds, become liable for any payment of premiums to carriers for such insurance coverage.

7.2.1 For any claims related to the Work, Contractor's insurance coverage or subcontractors (if applicable) shall be primary insurance as respects Owner, its partners, principals, officers, directors, agents, employees, representatives, and insurers. Any insurance or self-insurance maintained by Owner shall be excess of Contractor's insurance and shall not contribute to it.

7.2.2 A Severability of Interest Clause stating that the term "insured" is used severally and collectively, but the inclusion herein of more than one insured, shall not operate to increase the limits of the insurers' liability.

7.2.3 All insurance policies provided under the Contract Documents shall be endorsed to state that coverage shall not be canceled except after thirty (30) days has been given to Owner.

**ARTICLE 8
TERMINATION, DEFAULT**

8.1 Termination. Either party may terminate this Contract upon five (5) business days' written notice to the other party. Contractor may terminate if any payment is ten (10) days past due or if Owner breaches any material term of this Contract. If Owner cancels any Work pursuant to this Section, Owner agrees to pay Contractor for all costs incurred for any work commenced, and for all costs incurred for demobilization from the Site, reasonable costs of shut down, for cancellation of material and supply orders, and return and/or reshelving of materials and/or equipment. Owner shall also pay ten percent (10%) overhead and ten percent (10%) profit for each item listed in this paragraph.

8.2 Notice of Default. Contractor is entitled to reasonable written notice of any deficiency in the Work or default of Contractor's performance. Owner shall give Contractor written notice of any default in performance within five (5) days of its discovery by fax to the number shown on the first page of this Contract and by First Class United States Mail. The notice shall specify the nature and location of the defect and the date of its discovery. The notice shall be accompanied by all documents, reports, sampling data, photographs, video and other evidence of the default, and Owner further agrees to continue to deliver to Contractor copies of such documents subsequently discovered or received by Owner after the initial notice is delivered to Contractor.

8.3 Opportunity to Cure Default. Owner shall provide Contractor a full and fair opportunity to cure any default in performance before altering, repairing or addressing the condition. Contractor shall make reasonable efforts to cure such default within fourteen (14) days of receipt of written notice; however, if the default cannot be reasonably cured within such time then Contractor will commence to cure the default within seven (7) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than thirty (30) days after receipt of such written notice.

8.4 Remedies Upon Default. In the event that Contractor fails to cure any breach of this Contract within the time periods set forth above, then Owner may pursue any remedies available in law or in equity.

8.5 Delete Certain Work. Certain portions of the Work may be omitted from the scope without terminating the Contract, and Owner may reserve all rights to losses or damages related thereto pursuant to the Change Order provisions of this Contract.

8.6 Rights Cumulative. All of Owner's rights and remedies under this Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity.

8.7 Withholding of Monies. In the event of termination of all or a portion of the Work due to a default by Contractor, Owner shall have the right, to keep and withhold the balance of the insurance funds for which work was not performed by the Contractor. However, all undisputed charges must be paid in full immediately.

**ARTICLE 9
CONTRACTOR'S RIGHTS AND REMEDIES**

9.1 Termination. If Owner fails to make payment of sums that are not in good faith disputed by Owner and fails to cure such default within ten (10) days after receipt of written notice from Contractor then, upon an additional seven (7) days' written notice to Owner of intent to terminate, Contractor may terminate this Contract.

9.2 Damages to the Contractor. In the event of termination for cause by Contractor or in the event of a termination by Owner for cause that is determined to be wrongful, Owner shall pay Contractor the sums provided for in ARTICLE 2 for the work completed, materials purchased and for any non cancelable contracts. The remedies set forth in this ARTICLE 9 are not exclusive but are in addition to any other rights which Contractor may have in law or in equity.

**ARTICLE 10
INDEPENDENT PARTIES**

The Contractor is an independent contractor and not an employee of the Owner.

Nothing in this Contract shall be interpreted as creating any joint venture, partnership, joint tenancy, agency or other similar legal relationship between Owner and Contractor, or as creating any contractual obligation, whether direct, indirect or third-party beneficiary, on the part of Owner to any Subcontractor or Sub-subcontractor of any tier.

**ARTICLE 11
NUISANCE**

11.1 Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection with its performance under this Contract.

11.2 Contractor shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including adequate lighting and ventilation of work areas, danger signs and other appropriate warnings against hazards.

**ARTICLE 12
PERMITS, LICENSES AND TAXES**

12.1 Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, licenses, and certificates that may be required in connection with the performance of its obligations hereunder, including, but not limited to, all required business licenses.

12.2 Contractor and its Subcontractors of any tier are responsible for paying all sales, consumer, business license, and similar taxes for the Work.

**ARTICLE 13
FORCE MAJEURE**

Contractor is not liable or responsible for delay, damage, cost, interruption or loss of any kind resulting from or related to acts of God, weather conditions, fire, flood, casualty, labor strikes, lockouts, disturbances, riots, terrorism, civil commotion, government regulation or restriction, acts of Owner, the issuance of permits, shortages or unavailability of materials and/or supplies or other causes beyond Contractor's reasonable control.

**ARTICLE 14
WAIVER**

A waiver by Owner or Contractor of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**ARTICLE 15
INTERPRETATION AND VENUE**

This Contract shall, without regard to the principles of conflicts of laws, be construed and enforced in accordance with and governed by the laws of the State of California. The provisions of this Contract shall be interpreted so as to give effect to their fair meaning. This Contract is the result of arm's length negotiations and shall be construed as though prepared by both parties. The venue for any legal dispute shall be the county in which the Work was performed, unless arbitration in another county is agreed upon in writing by the parties.

**ARTICLE 16
ARBITRATION OF DISPUTES**

Any controversy or claim arising out of or related to this Contract or the alleged breach thereof shall be resolved by binding arbitration before an arbitrator mutually agreeable to the parties. If the parties are unable to agree on the selection of an arbitrator within thirty (30) days of either party's written demand for arbitration, then the arbitrator shall be selected by ADR Services, Inc. (www.adrservices.org). Any award of the arbitrator shall be binding, with no right of appeal and may be enforced by a court of competent jurisdiction. The parties shall have the right to motions for summary judgment. Claims within the monetary limit of the small claims court shall be litigated in such court, so long as both parties limit their right to recovery to the jurisdiction of the small claims court.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Owner Initials: _____ **Contractor Initials:** _____

**ARTICLE 17
COMPLETE AGREEMENT**

The Contract Documents represent the full and complete integrated understanding of every kind and nature between the parties with respect to the services to be performed by Contractor at the Property, and all preliminary negotiations and prior representations and proposals of whatever kind or nature, are merged herein and superseded hereby. No verbal agreement or implied covenant shall be held to vary the provisions of this Contract. Any modification of this Contract will be effective only upon a written execution signed by both Owner and Contractor.

**ARTICLE 18
SURVIVAL OF CONTRACT**

The provisions of this Contract, which by their nature survive termination of this Contract or final completion, including, without limitation, all warranties, indemnities and payment obligations, shall remain in full force and effect after final completion or any termination of this Contract.

**ARTICLE 19
NONRECOURSE**

Notwithstanding anything herein to the contrary (including, without limitation, the designation of parties set forth in the Contract cover page and over the Contract signature lines), Contractor acknowledges and understands that this Contract is being executed and managed by Owner of the Property. Nothing in this Contract nor any other contract document, and no act, omission, statement or conduct on the part of Owner's agent, or any of its employees or representatives, shall be interpreted as creating any contractual obligation between Owner's agent and Contractor or any liability on the part of Owner's agent, or any of its employees or representatives, to Contractor.

**ARTICLE 20
SUCCESSORS AND ASSIGNS**

Each of the terms of this Agreement is binding upon each of the parties and their respective predecessors, assigns, executors, administrators, representatives, principals, insurers, agents, successors in interest, beneficiaries, and any and all persons or entities that have or may hold any interests in the Work or the Property. Except for the assignment to Contractor of Owner's rights to insurance benefits, Owner may not assign Owner's rights or delegate Owner's duties under this Agreement.

**ARTICLE 21
SEVERABILITY**

In the event a provision, or portion of a provision, of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or portions shall not be affected and shall be enforceable to the fullest extent allowable by law in order to give maximum legal force and effect to those provisions or portions that are not illegal or unenforceable.

**ARTICLE 22
AUTHORITY**

Owner, and any agent signing on Owner's behalf, warrants and represents that he has the power and authority to enter this Contract and if Owner is a corporation, that its Board of Directors has authorized the Work. This authorization, and Owner's warranties and representations in this paragraph, are material terms of this Contract.

**ARTICLE 23
EXECUTION**

Execution by means of signature of a party hereto on a facsimile or digital copy of this Contract shall be binding to the same extent as an original execution hereof.

ARTICLE 24
COLLECTION AGENCY AND ATTORNEYS' FEES

The prevailing party to any legal action or extra-judicial proceeding relating to this Contract shall be entitled to recovery of its actual collection agency fees, attorneys' fees, costs, expert fees and other expenses incurred. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated and shall not be determined solely based on the party receiving a net monetary recovery.

ARTICLE 25
CONFIDENTIALITY

Obligations of Contractor. Contractor's duties under this Agreement are to provide the Work. All information, materials, reports or documents of any kind or nature (collectively, the "Confidential Information"), produced by, or coming into the possession of Contractor in connection with the performance of the Work, shall be maintained in confidence, and disclosed solely to the Owner and not to any other person or party without Owner's prior consent except (a) if a court orders disclosure and appropriate litigation and appellate remedies have been sought to the extent directed by the Owner; (b) as necessary for Contractor to defend itself from or against any claim brought by Owner against Contractor; and (c) to those subcontractors working onsite for the performance of their work. In the event Confidential Information is requested, Contractor shall provide Owner with prompt notice thereof, so that Owner may seek a protective order or other appropriate remedy. In the event that such protective order or appropriate remedy is not obtained by Owner, Contractor may furnish only that portion of the Confidential Information which the Contractor is legally required and Contractor will exercise best efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information.

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Christina Cramer, Director of Human Resources

Date: _____

ARTICLE 26
NOTICES

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and conclusively shall be deemed served: (a) when delivered personally; (b) on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided; or (c) received by the recipient in the mail or by facsimile transmission.

All notices, demands, requests or approvals from Owner to Contractor shall be sent to contractor via First Class U.S. Mail and via facsimile addressed to BELFOR USA Group, Inc. at the address and fax number indicated on the first page of this Contract.

All notices, demands, requests or approvals from Contractor to Owner shall be addressed to Owner at:

And by Facsimile to: _____

with a copy provided to Owner's Project Manager.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE
CAUSED THIS CONTRACT TO BE EXECUTED
AND EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE.

OWNER: COUNTY OF SONOMA

By: _____

Name: Christina Cramer

Title: Director of Human Resources

Date: _____

Print Name of Owner's Authorized Representative:

CONTRACTOR:
BELFOR USA Group, Inc.

By: _____

Name: _____

Title: _____

Date: _____



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 2
(This Section for use by Clerk of the Board Only.)

To: Boards of Directors, Sonoma County Water Agency and Sonoma Valley County Sanitation District

Board Agenda Date: November 14, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Sonoma County Water Agency and Sonoma Valley County Sanitation District

Staff Name and Phone Number:

Kevin Booker 521-1865 / Jake Spaulding 524-8373

Supervisorial District(s):

First and Second

Title: North Bay Water Reuse Authority

Recommended Actions:

1. Authorize the Chair of the Sonoma County Water Agency and the Chair of the Sonoma Valley County Sanitation District to sign the North Bay Water Reuse Authority Fourth Amended Memorandum of Understanding, adding City of American Canyon as a member and adjusting governance and cost sharing provisions to incorporate changed membership.
2. Authorize Water Agency's General Manager or designee to execute an amended agreement with Brown and Caldwell to provide engineering, environmental, and public outreach services for North Bay Water Reuse Authority increasing the amount by \$321,274, expanding the scope of work to include fiscal year 2017/2018, and extending the agreement term by ten months for a new not-to-exceed agreement total of \$3,319,653 and end date of October 30, 2018.
3. Authorize expenditure of Sonoma Valley County Sanitation District funds for District's portion of costs for the above amended agreement with Brown and Caldwell.
4. Adopt a resolution of the Sonoma County Water Agency authorizing adjustments to the adopted FY 2017/2018 budget in the amount of \$25,230.58 (4/5 vote required).
5. Adopt a resolution of the Sonoma Valley County Sanitation District authorizing adjustments to the adopted FY 2017/18 budget in the amount of \$25,230.57 (2/3 vote required).

Executive Summary:

The North Bay Water Reuse Program (Program) is a model for maximizing the benefits of limited water resources in the West by reusing treated wastewater for beneficial purposes including irrigation of agriculture and landscaping and environmental uses. By partnering on the local level, agencies and elected officials have developed a solution to meet broad constituent needs under the umbrella of a comprehensive regional program. This approach also helps federal and state agencies accomplish their resource management objectives and meet regulatory requirements. This item recommends the Chair of the Sonoma County Water Agency (Water Agency) and the Chair of the Sonoma Valley County Sanitation District (District) sign the North Bay Water Reuse Authority Fourth Amended Memorandum of

Understanding to add City of American Canyon as new member agency, distinguish between Phase 1 and Phase 2 issues and cost sharing, and make clarifying modifications. This item also recommends the Chair of the Water Agency and the Chair of the District approve the amendment to the Brown and Caldwell engineering agreement decreasing efforts under some tasks, extending the performance period, and adding work for fiscal year 2017/2018. It also requests approval of a resolution adjusting the FY 2017/18 budgets for the Water Agency and District, increasing appropriations by \$50,461.15 to pay for their cost share of the revised agreement. Approving these items will allow the North Bay Water Reuse Authority (Authority) to continue this regional program.

Discussion:

History of North Bay Water Reuse Authority

Water Agency, as approved by its Board of Directors, entered into a Memorandum of Understanding establishing the Authority with Las Gallinas Valley Sanitary District, Napa Sanitation District, Novato Sanitary District, and Sonoma Valley County Sanitation District, effective August 24, 2005, and amended in January 2008. North Marin Water District and County of Napa became signatories under the Second Amended Memorandum of Understanding, effective November 3, 2010. Marin Municipal Water District and City of Petaluma, became signatories under the Third Amended Memorandum of Understanding, effective May 13, 2013.

The Authority is not a legal entity and cannot enter into agreements in its own name. Therefore, Section 12 of the Third Amended Memorandum of Understanding designates the Water Agency to act as the Administrative Agency for the Authority. As the Administrative Agency, the Water Agency enters into agreements and performs other administrative functions for the Authority, with prior approval of the Authority Board of Directors. The Authority is responsible for consultant selection. The Water Agency is reimbursed by the Authority for the costs it incurs while acting as Administrative Agency.

History of North Bay Water Reuse Program

The North Bay Water Reuse Program (Program) is a model for maximizing the benefits of limited water resources in the West. By partnering on the local level, agencies and elected officials are developing solutions to meet broad constituent needs under the umbrella of a comprehensive regional program. This approach also helps federal and state agencies accomplish their resource management objectives and meet regulatory requirements.

The Program is authorized for two construction phases under the U.S. Bureau of Reclamation's (Reclamation) Title XVI program. In 2010, the Authority began implementing Phase 1 of its recycled water program, including construction of wastewater treatment plant upgrades, storage, pipelines, and pump stations to distribute recycled water for use.

The Authority completed a feasibility study for Phase 1 of the Program and in 2010 began construction on a series of recycled water projects valued at \$100 million. To date, the Program has received over \$25 million in federal funding and nearly \$6 million in state funding; the balance of funding was provided by the local agencies. Upon completion of all projects, Phase 1 is estimated it provide over 3700 acre-feet per year of tertiary treated recycled water to the North Bay region for irrigation demands. In addition, up

to 1,700 acre-feet per year of tertiary treated recycled water for the Napa Salt Marsh for habitat restoration project.

The Authority initiated Phase 2 by conducting a Scoping Study to explore, at a conceptual level, how to build on the Program's Phase 1 infrastructure to further develop and capture recycled water, therefore expanding water supply and management opportunities in the region. At the completion of the scoping study, the Authority initiated the Phase 2 Feasibility Study. The Authority received \$450,000 from Reclamation to prepare the Phase 2 Feasibility Study. In July 2017, the Authority Feasibility Study had been reviewed by Reclamation, found to meet all the requirements of Reclamation Manual Release WTR 11-01 and was sent to Congress. By submitting the study to Congress, this allowed Authority members to begin applying for construction grants.

Memorandum of Understanding

The Fourth Amended Memorandum of Understanding (MOU) updates the Authority Third Amended MOU, approved in March 2013, to address Phase 1 and Phase 2 membership; governance, and sharing of costs and resources. The changes would provide additional specificity as to the rights and obligations of the member's vis-à-vis the receipt of other potential funding.

As the Authority completes its transition from Phase 1 to Phase 2, it is necessary to revise the Third Amended MOU. In general, the recommended changes distinguish between Phase 1 and Phase 2 issues and cost sharing, add the City of American Canyon as a member, and make clarifying modifications. The Fourth Amended MOU expands on Phase 1 and Phase 2, but does not fundamentally change the governance structure of the organization.

Government agencies such as the Reclamation and the California Department of Water Resources have policies that promote funding of regional partnerships over independent jurisdictions. The Authority has positioned itself to take advantage of those preferences. When Phase 2 of the Program is completed in 2022, it is anticipated that the Program will have facilitated the construction of \$176M in recycled water infrastructure and secured \$43.5M in federal grant assistance under the Title XVI program. Approving the Fourth Amended MOU will allow the Authority to carry on its successful accomplishments at regional partnership.

Under The proposed Fourth Amended MOU, the Water Agency continues to act as the Administrative Agency for the purpose of carrying out the provisions of this MOU.

Amended Agreement

On September 6, 2014, Water Agency entered into an agreement with Brown and Caldwell (Consultant) as the Administrative Agency under the Third Amended MOU on behalf of all of the Authority members who have executed the Third Amended MOU. Agreements entered into by the Water Agency for the Authority contain a provision that makes each Authority member liable only for its respective share of the agreement cost and provides that none of the members can be required to pay costs allocated to other members. Under the agreement, consultant has provided project management; prepare a Title XVI feasibility study that includes an engineering analysis, environmental evaluation, financial capabilities report, and identification of funding sources; prepare and administer grant funding applications; and provide Phase 1 support services.

Under the proposed amended agreement, Consultant will continue to 1) provide project management; 2) assist with any additional questions regarding the Title XVI feasibility study (includes engineering; environmental, and financial) 3) identify funding sources; 4) prepare and administer grant funding applications; and 5) provide Phase 1 support services. The First Amended Agreement modified the scope of work for a net reduction of \$24,000 and extended the term of the agreement by six months. This Second Amended Agreement expands some tasks to add work for fiscal year 2017/2018 and decreases effort under other tasks; increases the Agreement amount by \$321,274, accordingly; and extends the term end date for a new total Agreement amount of \$3,319,653 and term end date of October 30, 2018.

Recommendations

Water Agency staff recommends that the Boards 1) authorize the Chairs of the Water Agency and the District to sign the Authority Fourth Amended MOU; 2) authorize Water Agency's General Manager or designee to execute an amended agreement with Brown and Caldwell to provide engineering, environmental, and public outreach services for the Authority increasing the amount by \$321,274, expand the scope of work to include fiscal year 2017/2018, and extend agreement term by ten months for a new not-to-exceed agreement total of \$3,319,653 and end date of October 30, 2018, and 3) authorize expenditure of District funds for the District's portion of costs for the above amended agreement with Brown and Caldwell.

Prior Board Actions:

9/12/2017	North Bay Water Reuse Authority Phase II Grant Administration
9/27/2016	NBWRP SVCSD Treatment Plant Pumping and Piping Upgrades – Contract Award
5/21/2016	NBWRP SVCSD Fifth Street East Recycled Water Pipeline – Contract Award and Cooperative Agreement

Strategic Plan Alignment Goal 3: Invest in the Future

The Program will provide an alternative source of water for agricultural irrigation in Sonoma County.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards.

These items will allow the Water Agency and the District to continue participating in the Program. The Program invests in planning activities which facilitates funding for projects within the southern portions of the county which drain to San Pablo Bay, including Sonoma Valley and Petaluma. These actions will facilitate meeting current and future environmental regulations.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	\$50,461.15		
Total Expenditures	\$50,461.15		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	\$50,461.15		
Contingencies			
Total Sources	\$50,461.15		
Narrative Explanation of Fiscal Impacts:			
<p>Total cost of the agreement increases by \$321,274, which consists of an increase of \$144,660 for work approved by the Authority's Board for the end of FY16/17 and \$176,614 for work in FY17/18. The FY17/18 costs are being split evenly by the seven agencies participating in Phase 2. Due to rounding, the Water Agency and District's costs for FY17-18 are \$25,230.58 and \$25,230.57 respectively. The Water Agency's share will come from the recycled water fund. The districts share will come from the Sonoma Valley County Sanitation District's Operations fund.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Amended Agreement Resolution (SCWA) Resolution (SVCSD)			

Related Items “On File” with the Clerk of the Board:

MOU (four copies)

rw S:\Agenda\agrees\11-14-2017 WA North Bay Water Reuse Authority Four Amended Memorandum of Understanding_summ.docm

CF/71-700-21.7 Among Parties (Memorandum of Understanding (MOU) for North Bay Water Reuse Authority) TW No (ID 1726)
CF/71-700-21 Brown & Caldwell (Agree for Engineering, Environmental, and Public Outreach Services for North Bay Water Reuse Authority FY 2014/2015 through 2016/2017) TW 12/13-132 (ID 4646)

**Second Amended Agreement for
Engineering, Environmental, and Public Outreach Services for
North Bay Water Reuse Authority
(FY 2014/2015, FY 2015/2016,
FY 2016/2017, and FY 2017/2018)**

This second amended agreement (“Second Amended Agreement” or “Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California “Water Agency”), on behalf of the North Bay Water Reuse Authority (hereinafter “Authority”), and **Brown and Caldwell**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

RECITALS

- A. Consultant represents that it is a duly qualified and licensed firm experienced in engineering, environmental, public outreach, and related services.
- B. Water Agency, as approved by its Board of Directors, entered into a Memorandum of Understanding (MOU) establishing the Authority with Las Gallinas Valley Sanitary District, Napa Sanitation District, Novato Sanitary District, and Sonoma Valley County Sanitation District, effective August 2005, and amended in January 2008.
- C. North Marin Water District and County of Napa became signatories under the Second Amended MOU, effective November 2010.
- D. Marin Municipal Water District and City of Petaluma became signatories under the Third Amended MOU, effective May 2013.
- E. City of American Canyon joined the Authority in March 2017. City of American Canyon will become a signatory under the Fourth Amended MOU, which was approved unanimously at the Authority’s August 2017 Board Meeting and is currently being approved by all signatories.
- F. Together with the Authority, Water Agency wishes to expand the beneficial use of recycled water in the North Bay region under the North Bay Water Reuse Program (Program), thereby promoting the conservation of limited surface water and groundwater resources.
- G. Section 12 of the Third Amended MOU designates Water Agency to act as the Administrative Agency for the purpose of carrying out the provisions of the Third Amended MOU.
- H. Section 12.a. of the Third Amended MOU provides that the Administrative Agency for the benefit of the Authority and its members shall award, execute in its own name, and administer such contracts on behalf of the Authority as authorized by the Authority’s Board of Directors.

- I. The Authority Board of Directors reviewed and accepted the scope of work and budget for an agreement for engineering, environmental, and public outreach services for the Authority at its May 19, 2014, meeting. On September 6, 2014, Water Agency entered into this Agreement with Consultant as the Administrative Agency under the Third Amended MOU on behalf of Authority members who have executed the Third Amended MOU.
- J. This First Amended Agreement modified Exhibit A (Scope of Work) to remove \$49,000 from the triple bottom line analysis to add the new extended seasonal storage analysis, transfer \$25,000 from Phase 2 grant applications to workshops, and transfer \$25,000 from triple bottom line analysis to public involvement for a total decrease of \$24,000 in the Agreement amount for a new total of \$2,998,379.
- K. The First Amended Agreement also extended the term of the Agreement by six months to December 31, 2017.
- L. This Second Amended Agreement expands some tasks and decreases others; increases the Agreement amount by \$321,274, accordingly; and extends the term end date for a new total Agreement amount of \$3,319,653 and term end date of October 30, 2018.
- M. This Second Amended Agreement supersedes all previous agreements and amendments between the parties.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Schedule of Rates
 - c. Exhibit C: Allocation of Costs
 - d. Exhibit D: Estimated Breakdown of Costs
 - e. Exhibit E: Insurance Requirements
 - f. Exhibit F: Certification of Compliance with Federal Laws and Authorities
 - g. Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Consultant)
 - h. Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Consultant's Subcontractors, Consultants, and Other Agents)
 - i. Exhibit I: Disadvantaged Business Enterprise (DBE) Procedural Guidelines
 - j. Exhibit J: Contract Provisions Required by Funding Authority

3. SCOPE OF SERVICES

- 3.1. *Consultant’s Specified Services:* Consultant shall perform the services described in Exhibit A, within the times or by the dates provided for in Exhibit A and pursuant to Article 10 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Water Agency:* Consultant shall cooperate with Water Agency in the performance of all work hereunder. Consultant shall coordinate the work with Water Agency’s Project Manager. Consultant shall coordinate financial and grant funding work with Water Agency’s Administrative Contact. Contact information and mailing addresses:

Water Agency	Consultant
Project Manager: Kevin Booker Phone: 707-521-1865 Email: Kevin.Booker@scwa.ca.gov Administrative Contact: Jake Spaulding Phone: 707-524-8373 Email: Jake.Spaulding@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	Contact: Michael Savage 201 North Civic Drive Walnut Creek, CA 94596 Phone: 949-677-6929 Email: msavage@BrwnCald.com
Remit invoices to:	Remit payments to:
Susan Bookmyer and Administrative Contact Same address as above or Email: susan.bookmyer@scwa.ca.gov and Jake.Spaulding@scwa.ca.gov	Brown and Caldwell PO Box 45208 San Francisco, CA 94145-0208

- 3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Water Agency shall not operate as a waiver or release. Water Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that its work will be performed and its operations conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement. If Water Agency determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Water Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Water Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Water Agency, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Water Agency.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Water Agency to be key personnel whose services were a material inducement to Water Agency to enter into this Agreement, and without whose services Water Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Water Agency.
- c. With respect to performance under this Agreement, Consultant shall employ the following key personnel and Consultant's subconsultants:

Company	Key Personnel Name and Title
Brown & Caldwell	Michael Savage, Vice President
Mark Millan dba Data Instincts	Mark Millan, Principal
Bryant and Associates	Ginger Bryant
Environmental Science Associates	Jim O'Toole, Vice President Leslie Moulton, Senior Vice President

- d. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. ASSIGNMENT AND DELEGATION

- 4.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

4.2. *Subcontracts:*

- a. Consultant shall perform a competitive selection process that includes DBE outreach, pursuant to Exhibit I.
- b. Notwithstanding the foregoing paragraph 4.1, Consultant may enter into subcontracts with the subconsultants specifically identified herein:

Subconsultant Company Name	DBE (Yes/No)
Virginia Bryant dba Bryant & Associates	No
Mark Millan dba Data Instincts	No
Environmental Science Associates	No

<i>Subconsultant Company Name</i>	<i>DBE (Yes/No)</i>
Kennedy/Jenks Consultants	No
Geotechnical Consultants, Inc.	Yes

- c. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- d. If any subconsultant listed above is a DBE, the subconsultant cannot be removed from work on this Agreement without written permission of Water Agency.

4.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 4.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 4.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 4.2 above:

- a. Consultant shall perform a competitive selection process that includes DBE outreach, pursuant to Exhibit I.
- b. Water Agency’s Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the Agreement exceeds \$25,000. In connection with such approval, Consultant shall provide Water Agency with copies of the responses to Consultant’s competitive selection process solicitation to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant’s reasons for choosing the recommended subconsultant based upon the criteria in the solicitation.
- c. If any subconsultant hired under this paragraph 4.3 is a DBE, the subconsultant cannot be removed from work on this Agreement without written permission of Water Agency.
- d. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Water Agency in substantially the same form as that contained in Section 8, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

4.4. *Summary of Subconsultants’ Work:* Consultant shall provide Water Agency with a monthly summary of all work performed by all subconsultants during the preceding month. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

PAYMENT

5.1. *Total Costs.* Total costs under this Agreement shall not exceed \$3,319,653 (Water Agency’s share shall not exceed \$361,639).

- 5.2. *Method of Payment.* For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:
- a. Rates: Consultant shall be paid in accordance with the rates set forth in Exhibit B. Any mark-up shall be included in billed rates.
 - b. Reimbursement by Other Authority Members: Reimbursement for Consultant's hourly rate, subconsultant costs, and reasonable and necessary expenses will be shared among members of the Authority as provided for in Section 14 of the Third Amended MOU and approved by Authority Board on May 19, 2014. Water Agency will pay its proportionate share of costs under this Agreement. Water Agency will invoice remaining members of the Authority for their proportionate share of costs under this Agreement and will reimburse Consultant from Water Agency funds and from funds received from Authority members in accordance with the cost share provisions of Section 14 of the Third Amended MOU approved by Authority Board on May 19, 2014, or a subsequent amended MOU. Upon conclusion or termination of this Agreement in accordance with Section 7 below, any unused funds received from the remaining members of the Authority will be reimbursed to each member. Consultant understands and agrees to Water Agency's proportionate share of amounts owed to Consultant as outlined in Exhibit C, Allocation of Costs. Consultant agrees that payment of the non-Water Agency share of amounts owed to Consultant hereunder is contingent upon Water Agency's receipt of funds for such payment from other Authority members, and that Water Agency shall have no liability for payment of the share of other Authority members.
- 5.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Water Agency's Project Manager. The bills shall show or include:
- a. Consultant name
 - b. Name of Agreement
 - c. Water Agency's Project-Activity Codes as follows:
 - i. Phase 1: N0003D034
 - ii. Phase 2:
 - a) Tasks 1 and 5: N0002D049
 - b) Task 2: N0004D049
 - c) Tasks 3 and 4: N0005D049
 - d. Task performed with an itemized description of services rendered by date
 - e. Time in quarter hours devoted to the task
 - f. Hourly rate or rates of the persons performing the task
 - g. Summary of work performed by subconsultants, as described in Paragraph 4.4

5.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit D (Estimated Breakdown of Costs). Exhibit D will only be used as a tool to monitor progress of work and the project budget. Actual payment will be made as specified in Paragraph 5.2 above.

5.5. *Funding:*

a. Funding for this Agreement is as follows:

<i>Current Fiscal Year</i>	<i>Budgeted Appropriation</i>
2014/2015	\$897,963
<i>Subsequent Fiscal Years</i>	<i>Planned Appropriation</i>
2015/2016	\$987,634
2016/2017	\$1,257,442
2017/2018	\$176,614

b. Availability of Funding in Subsequent Fiscal Years:

- i. Water Agency’s performance under this Agreement in subsequent years is contingent upon appropriation of funds by Water Agency’s Board of Directors. Water Agency shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Water Agency’s Board of Directors for the purpose of this Agreement.
- ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Water Agency’s Board of Directors, Water Agency shall have the option to either terminate this Agreement in accordance with Article 7 (Termination) or offer an amendment to Consultant to reflect the reduced amount.
- iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Authority’s Board of Directors, Authority, through the Administrative Agency, shall have the option to either terminate this Agreement in accordance with Article 7 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

6. TERM OF AGREEMENT

6.1. The term of this Agreement shall be from July 1, 2014 (“Effective Date”) to October 30, 2018, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

7. TERMINATION

7.1. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Water Agency shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

- 7.2. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 7.3. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Water Agency all materials and work product subject to Paragraph 13.9 and shall submit to Water Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 7.4. *Payment Upon Termination:* Upon termination of this Agreement by Water Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; and further provided, however, that if Water Agency terminates the Agreement for cause pursuant to Paragraph 7.2, Water Agency shall deduct from such amounts the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by Consultant.
- 7.5. *Authority to Terminate:* Water Agency's right to terminate may be exercised by Water Agency's General Manager.

8. INDEMNIFICATION

- 8.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Water Agency, the Authority, and members of the Authority ("Indemnitees"), and to defend, indemnify, hold harmless, and release Indemnitees, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent negligence on Indemnitees' part, but, to the extent required by law, excluding liability due to Indemnitees' conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts,

disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

9. INSURANCE

9.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E.

10. PROSECUTION OF WORK

10.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

11. EXTRA OR CHANGED WORK

11.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Water Agency personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Water Agency.

12. CONTENT ONLINE ACCESSIBILITY

12.1. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

12.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Water Agency/County-managed or Water Agency/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. Part 1194, pursuant to Section 508 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. § 794(d)), and Water Agency's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

- 12.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 12.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 12.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of Consultant. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency/County-managed or Water Agency/County-funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:
 - a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 7 (Termination); and/or
 - c. In the case of custom Information and Communication Technology (ICT) developed by Consultant for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.
- 12.6. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute discretion, determines that acceptance of such products or services is in Water Agency's best interest.

13. REPRESENTATIONS OF CONSULTANT

- 13.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Water Agency, the Authority, or any members of the Authority and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Water Agency, the Authority, or any members of the Authority provide their employees. In the event Water Agency exercises its right to terminate this Agreement pursuant to Article 7 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 13.2. *No Suspension or Debarment:* Consultant and Consultant's subcontractors, consultants, and other agents warrant that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant and Consultant's subcontractors, consultants, and other agents also warrant that they are not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- a. Consultant shall complete Exhibit G.
 - b. Consultant's subcontractors, consultants, and other agents shall each complete a separate Exhibit H. Make additional copies of Exhibit H, as needed.
- 13.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Indemnitees harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Water Agency is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Water Agency with proof of payment of taxes on these earnings.
- 13.4. *Records Maintenance:* Consultant and Consultant's subcontractors, consultants, and other agents shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Water Agency and the Authority for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

- 13.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Water Agency, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Water Agency within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 13.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 13.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 13.8. *Assignment of Rights:* Consultant assigns to Water Agency and the Authority all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Water Agency and the Authority in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Water Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Water Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Water Agency.

13.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Water Agency. Water Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Water Agency all such documents, which have not already been provided to Water Agency in such form or format as Water Agency deems appropriate. Such documents shall be and will remain the property of Water Agency without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Water Agency.

14. PREVAILING WAGES

14.1. *General:* Consultant shall pay to any worker on the job for whom state or federal prevailing wages have been established, including but not limited to geotechnical work, an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations, U.S. Department of Labor, and Water Agency to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause copies of these determinations of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rates of per diem wages are on file at Water Agency and will be made available to any person upon request. Copies of state wage rates are also available at www.dir.ca.gov/labor_law.html. Copies of federal wage rates are available at Wage Determinations OnLine.gov: www.wdol.gov.

14.2. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors and subconsultants to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly. Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

- 14.3. *Subcontracts*: Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, the foregoing subparagraph 14.1.
- 14.4. *Compliance with Law*: Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

15. DEMAND FOR ASSURANCE

- 15.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 15 limits Water Agency's right to terminate this Agreement pursuant to Article 7 (Termination).

16. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 16.1. *Method of Delivery*: All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 16.2. *Receipt*: When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the

recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 16.

17. MISCELLANEOUS PROVISIONS

- 17.1. *No Bottled Water:* In accordance with Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.
- 17.2. *No Waiver of Breach:* The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 17.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 17.5. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 17.6. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 17.7. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to

Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

17.8. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

17.9. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 12/13-132B

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

Insurance Documentation is on file with
Water Agency

Date/TW Initials: 9/28/17 crt

Sonoma County Water Agency

Brown and Caldwell, a California corporation

By: _____
Michael Thompson
Interim General Manager
Authorized per Water Agency's Board of
Directors Action on _____

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. COMMENCEMENT OF WORK

- 1.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

2. TASKS

Submit 7 electronic copies in PDF format (on CD) and 7 hard copies of each final deliverable to Water Agency.

2.1. Task 1: Management

- a. Workshops/Authority Board of Directors (Board)/Technical Advisory Committee (TAC) Meetings
 - i. FY 2014/2015 through FY 2016/2017:
 - a) Attend up to 9 workshops with Board and TAC
 - b) Attend up to 6 Board and TAC meetings and 12 TAC-only meetings that do not coincide with workshops
 - c) Attend up to six TAC-only meetings by conference call
 - ii. FY 2015/2016 and FY 2016/2017: Attend 6 meetings in person with Authority Board President and 6 conference calls or web meetings
 - iii. FY 2016/2017: Develop multiple scenarios for cost allocations to the member agencies and produce spreadsheets and presentations on cost allocation for Board meetings and workshops
 - iv. FY 2017/2018: Attend up to 4 Board of Directors meetings
 - v. Prepare agendas, presentation materials, and handouts for workshops
 - a) First Draft: Prepare the agendas, materials, and handouts in draft form and submit to Water Agency for review and approval in accordance with the dates listed for this task.
 - b) Subsequent Draft(s): If Water Agency requests revisions, revise and resubmit for Water Agency approval.
 - c) Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved agendas, materials, and handouts to Water Agency.
- b. Public Involvement
 - i. FY 2014/2015 through FY 2016/2017: Support Program Public Outreach and Communication Needs
 - a) Review project-related studies, documents, customer guidelines, and messages prior to release and make suggestions and recommendations.

- b) In coordination with project team, review existing communications material for each geographic area of existing and new Authority member agencies to ascertain the best informational approach in meeting the needs of these constituents, potential customers, special interests, and potentially affected stakeholders.
 - c) Develop and prepare outreach materials to be used by Authority to help maintain the identity and brand of the Authority and reinforce the value of water reuse to the communities being served.
 - d) Prepare press releases, opinion pieces, message points and other media-related responses to press inquiries and guide project team on media-related matters.
 - e) Manage and maintain consistent graphic look and feel of Authority outreach materials including, but not limited to, fact sheets, PowerPoint presentations, Web page content, YouTube videos, new practices and/or guidelines, letters, social media, e-mail broadcasts and exhibits.
 - f) Update message points, fact sheets and Web site to reflect completion of Phase 1 projects and introduction of Phase 2 studies, plans and activities.
 - g) Manage incoming telephone inquiries from media, potential customers, key stakeholders, and special interest groups of the project areas. Maintain dedicated project phone line.
 - h) Manage permission-based email broadcasts, customer and community group lists, and distribution of messages.
 - i) Maintain external Web content, news articles, document postings, Authority member listings, and mapping.
 - j) Coordinate printing and mailing services.
- ii. FY 2017/2018: Support Program Public Outreach and Communication Needs
- a) Review project-related studies, documents, and messages prior to release and make suggestions and recommendations.
 - b) In coordination with project team, review existing communications material for each geographic area of existing Authority member agencies to ascertain the best informational approach in meeting the needs of constituents, potential customers, special interests, and potentially affected stakeholders.
 - c) Prepare press releases, opinion pieces, message points and other media-related responses to press inquiries and guide project team on media-related matters.
 - d) Manage Authority outreach materials including, but not limited to, fact sheets, PowerPoint presentations, Web page content, YouTube videos, letters, e-mail broadcasts and exhibits, as may be needed to reflect introduction of Phase 2 studies, plans and activities.

- e) Manage incoming telephone inquiries from media, potential customers, key stakeholders, and special interest groups of the project areas. Maintain dedicated project phone.
- f) Manage permission-based email broadcast lists and distribution of messages.
- g) Coordinate printing and mailing services.
- iii. Assist and Support Authority Efforts
 - a) FY 2014/2015 through FY 2016/2017:
 - (i) Provide guidance and support to Authority staff to identify and communicate with potential customers and partners.
 - (ii) Maintain contact management information and database.
 - b) FY 2014/2015 through FY 2017/2018:
 - (i) Attend meetings and Program workshops, and participate in conference calls conducted by the project team.
 - (ii) Prepare and provide guidance for public meetings and technical workshops.
- iv. FY 2014/2015 through FY 2016/2017: Stakeholder Relations - Public Meetings and Workshops
 - a) Work with other recycled water generators in the Authority region and with agricultural interests to develop and participate in public outreach efforts including, but not limited to:
 - i) Help identify potential customers, key stakeholders, and special interest groups and their representatives in the Authority region, including local governments, sanitation and water districts, agricultural industry, the environmental community, local business community, and non-governmental organizations that may have an interest in the Program.
 - ii) Provide outreach to stakeholders and provide Program-related information, the content and status of legislation, the potential benefits of the Program, and stakeholder issues of concern related to the Program.
 - iii) Support project team efforts for information gathering and sharing regarding potential customers, stakeholders and special interest groups. Plan, prepare, and assist in facilitating meetings with stakeholder groups. Assist and provide guidance in resolving stakeholder issues of concern. Provide follow-up reporting to public workshop participants and report on outcomes of public meetings and workshops to the TAC and Board to keep participants informed.
- v. FY 2014/2015 through FY 2017/2018: Federal Appropriations/Grant Support
 - a) Provide support to the Authority's Legislative Development Services consultant and Authority member agency staff.

- b) Help the Authority’s Legislative Development Services consultant prepare materials to support the pursuit of necessary authorizations and funding.
 - c) Assist with project-related tours of project areas for prospective customers; special interest groups; and local, state, and federal funding interests.
- vi. FY 2014/2015 through FY 2017/2018: Support of Environmental Review Process and Feasibility Studies
- a) Help environmental review team communicate the environmental review process to potentially affected public, stakeholders and government officials as required by CEQA and NEPA.
 - b) Provide technical and communications support in posting and update key meeting dates and environmental reports to the Authority Web site.
 - c) Produce collateral materials and PowerPoint presentations for public meetings, and public fact sheets and notifications.
 - d) Help develop list of stakeholders specific to the EIR/EIS.
 - e) Assist and provide guidance in preparing outreach materials and presentations that respond to questions and concerns highlighting Program activities and projects.
- c. FY 2014/2015 through FY 2017/2018: Administration
- i. Prepare a workplan identifying the schedule and purposes of the workshops. Link the tasks associated with the development of the project deliverables to the workshop topics.
 - ii. Monthly Reports:
 - a) Prepare and provide copies of monthly reports to Water Agency's Project Manager, Authority's Program Manager, and Water Agency's Administrative Contact.
 - b) Monthly reports shall include the following:
 - i) A detailed list of work performed
 - ii) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
 - iii) A detailed list of work planned for the coming month
 - iv) Other information as appropriate or as requested by Water Agency’s Project Manager

d. Task 1 Deliverables

Deliverable	Due Date
Draft workshop agendas	Within 10 calendar days prior to each workshop
Final workshop agendas	Within 5 calendar days prior to each workshop
Draft presentation materials and handouts	Within 10 calendar days prior to each workshop

Deliverable	Due Date
Final presentation materials and handouts	Within 5 calendar days prior to each workshop
Draft public outreach materials	Within 10 calendar days prior to release
Final public outreach materials	Within 5 calendar days prior to release
Monthly reports	15th day of each month

2.2. Task 2: Title XVI Feasibility Study

- a. Prepare report in accordance with U.S. Bureau of Reclamation’s (Reclamation) “Reclamation Manual Directives and Standards WTR 11-01.” Address the 35 projects in the Feasibility Study at feasibility-level analysis.
- b. Introductory Information
 - i. Summarize basic information regarding the Program, participating agencies, and the study area, based on previous reports developed during the Phase 1 and Phase 2 efforts to date and updated with available new information.
- c. Statement of Problems and Needs
 - i. Develop a description of the study area’s key water resource management problems and needs for which water reclamation and reuse may provide a solution. Provide projections through 2035 as provided in the 2010 urban water management plans. Leverage information provided in other studies to inform development of the water supply picture in the study area.
 - ii. Describe the following in the Statement of Problems and Needs:
 - a) Problem and Need for a Water Reclamation and Reuse Project
 - i) Prepare a broad view of the study area’s water resources, including challenges such as growing population, dry year surface water supply restrictions, limited groundwater resources, and increasingly stringent wastewater discharge requirements, and present the overall hydrologic water balance for the study area.
 - b) Current and Projected Water Supplies
 - i) Describe and quantify current and projected water supplies for the study area including surface water, groundwater and recycled water that is currently available or being planned, other than the Program. Include total amounts of generated wastewater developed in the Scoping Study in the description of water supplies. Include other alternative water supply sources, such as grey water, captured stormwater, and desalinated water in the description. Express water supply availability for average, dry, and wet climate years. Describe seasonal variation in water supplies.

- ii) Summarize plans for new water supply facilities. Use the planned supply facilities presented in the urban water suppliers' urban water management plans as an information source, supplemented by direct input from the agencies participating in the feasibility study.
- c) Current and Projected Water Demands
 - i) Present current and projected water demands through 2035 based on the 2010 UWMPs. Define the water use by the type (e.g., municipal, environmental, agricultural, etc.) and the timing and location of use. Define existing water use in terms of both annual use and monthly use. Gather information to describe and characterize the water users, their water use, and water quality requirements, including population and irrigated acres.
 - ii) Use demand projections developed by the urban water suppliers in their 2010 UWMPs and supplement with new analysis to reflect updated growth and unit water use conditions and to address the smaller communities' water demands.
 - iii) Present agricultural and landscaping demands using the irrigation water needs analysis presented in the 2008 Feasibility Study Report and updated to reflect new information. Review potential new recycled water users for their volume, proximity to available supply, water quality requirements, and elevation differences between supplies and demands based on input from the participating agencies.
- d) Water Quality Concerns for the Current and Projected Water Supply
 - i) Present water quality issues with the water supply and wastewater water quality, including constituents in the groundwater supplies and in local brackish water.
 - ii) Use the water quality supply impacts in the 2010 UWMPs as one of the information sources.
- e) Current and Projected Wastewater and Disposal Options other than the Proposed Title XVI project, and Plans and Project Costs for New Wastewater Facilities
 - i) Describe current and projected wastewater quantity and disposal options. Derive the current and future quantity of wastewater from Section 4 of the Scoping Study Report. Express wastewater quantity on an annual and monthly basis. Describe the wastewater disposal locations and the quantity discharged for each wastewater facility. Describe plans for expanded or new wastewater facilities, including projected costs.
- d. Water Reclamation and Reuse Opportunities
 - i. Following one meeting with each participating agency, summarize projects from Sections 3 and 5 of the Scoping Report into a format suitable to meet the requirements specified in WTR 11-01 listed below:
 - a) Description of uses for recycled water.

- b) Description of the water market available to use recycled water to be produced.
 - c) Discussion of considerations that may prevent implementing water reuse program.
 - d) Identification of water and wastewater agencies that have jurisdiction in the potential service area or over the sources of reclaimed water.
 - e) Description of potential sources of water to be reclaimed, including stormwater and impaired surface and ground waters.
 - f) Description and location of source water facilities.
 - g) Description of current water reuse.
 - h) Summary of currently used water reclamation and reuse technologies, and opportunities for developing improved technologies.
- e. Analysis of Alternatives and Feasibility Study Report
- i. Include the following data, as required by WTR 11-01 for the analysis and selection of alternatives, in the Feasibility Study Report.
 - a) Non-federal Funding Future Actions
 - i) Identify actions participating agencies might take if no federal funding is provided.
 - ii) Contact each participating agency to develop a program-wide description of local efforts in the absence of funding.
 - b) Program Objectives
 - i) Use the Program objectives and subobjectives from the Phase 2 Scoping Study as the basis for ranking objectives.
 - ii) Develop appropriate performance metrics for each subobjective. Use the performance metrics to evaluate how well an objective is being achieved, either quantitatively or qualitatively. Score the alternatives against the Program Objectives in quantitative or qualitative terms to provide insight to the participating agencies in selecting a proposed program.
 - c) Alternatives Considered
 - i) Based on the projects identified in Sections 3 and 5 of the Scoping Study, formulate three alternatives to meet the Program objectives. Perform a reconnaissance-level analysis on these alternatives, and apply the Program Objectives to support participating agencies' selection of the proposed program in Task 2.2.e.i.d) (Proposed Program Description). The following subtasks will be conducted to develop information and costs of three alternative projects including the "no project" alternative:
 - Alternative Formulation. The individual projects identified in Scoping Study were the potential means for accomplishing the objectives and subobjectives. Formulate the conceptual alternatives to meet objectives and to develop an equitable benefit to participating agencies.

- Layout of Alternatives. Develop project layouts of the pipeline routes and locations of the treatment, wells, storage, pumping facilities, and environmental projects using the available GIS database developed and used in Phase 1 studies and in the Phase 2 Scoping Study.
 - Cost Estimates. Prepare estimated costs including, but not limited to, capital, annual operation maintenance, replacement, and life-cycle costs. Develop the estimates at a reconnaissance level. Identify the total project cost, life-cycle cost, and corresponding cost of the project water produced expressed in dollars per million gallons, or dollars per acre-foot.
- d) Proposed Program Description
- i) Layout of Alternative. Develop project layouts of the pipeline routes and locations of the treatment, storage, well, environmental projects, and pumping facilities using the available GIS database used in Phase 1 and in the Phase 2 Scoping Studies. After proposed routes are defined, conduct a visual survey to review proposed right-of-way locations and to identify issues that might impact environmental constraints.
 - ii) Geotechnical Review. Perform a geotechnical analysis that addresses existing geologic and geotechnical conditions, in a regional and project-specific context, for the proposed infrastructure. Focus the analysis on the proposed pipelines, treatment plants, pump stations, and storage facilities. Describe topography, stratigraphy, faulting, and seismicity. Evaluate site geologic features and existing conditions that could potentially pose engineering challenges or hazards for the proposed recycled water facilities and their operation including, but not limited to, ground shaking, fault rupture, liquefaction, settlement, lateral spreading, lurching and expansive soil. Identify hard bedrock, difficult excavation, and oversized material along pipeline alignments traversing hillside areas. Identify shallow groundwater at stream crossings and along the Bay margin project sites. Use information from the 2006/2008 Geologic Conditions and Geotechnical Constraints Technical Memorandum of the Phase 1 Feasibility Study, and expand the study geographically to include the Petaluma service area and to focus on new project alignments. Summarize results in an appendix to the feasibility study.
 - iii) Hydraulic Analysis. Evaluate the hydraulics of the proposed distribution system to determine the hydraulic grade line under anticipated peak demand month flows. Use modeling software to determine the pipeline sizes, pump station capacities and locations, system storage capacities and locations, and other

facility improvements. Add previously developed data from GIS, including but not limited to, pipeline alignments, land use parcel information, and digital elevation model data collected during prior Program phases, to the system model. Develop land use nodes that aggregate local land uses (and their associated water use patterns and quantities) into specific nodes located along the pipeline routes. Determine land use node elevations by referencing the land use node locations to the U.S. Geological Survey digital elevation model. Model peak period flow data and seasonal influent flow variations to identify which existing and new storage basins might be filled or depleted to adequately serve customer demands. Summarize results in an appendix to the Feasibility Study.

- iv) Cost Estimates. Include capital, annual operation and maintenance, replacement, and life-cycle costs in the cost estimates. Develop estimates as required for feasibility studies in Reclamation Manual Directives and Standards, Cost Estimating (FAC 09-01). Derive pipeline lengths from the GIS database. Derive pipe diameters from the hydraulic analysis. Update Phase 1 cost estimating approaches to reflect the experience and insights gained during implementation of Phase 1 facilities. Summarize results in an appendix to the Feasibility Study.
 - v) Discharge requirements. Identify a description of anticipated waste-stream discharge treatment and disposal water quality for the requirements for the proposed program.
 - vi) Alternative Measures or Technologies. Identify and summarize alternative measures or technologies available for water supply options (water reclamation, stormwater, and groundwater), distribution, and use for the proposed program.
- e) Economic Analysis
- i) Prepare a life-cycle cost analysis to determine the most cost-effective of the three alternatives that calculates annual capital costs of implementing alternatives over a 50-year period of analysis using the current real discount rate and adding annual operations and maintenance costs.
 - ii) Prepare an economic analysis to evaluate the economic benefits of the proposed alternative relative to the No Action Alternative using other water supply options. Calculate water supply benefits of the proposed alternative using the avoided costs from the non-recycled water alternative most likely to be implemented in the absence of the project. Discuss environmental and other indirect benefits qualitatively.
 - iii) Prepare a non-quantifiable benefits analysis that documents and describe qualitatively as complete as possible the difficult-to-quantify benefits, such as drought tolerant water supply, reduced

water importation, and other social or environmental benefits. Incorporate these qualitative benefits as part of the justification for a Title XVI project in conjunction with the comparison of project costs.

- f) Extended Seasonal Storage Analysis
 - i) Operations Studies
 - Conduct operations studies of supply and demand information provided by Authority members to determine storage volume requirements with varying distributions systems and levels of demands served.
 - Identify the design flow rates for conveyance of recycled water to the storage facility.
 - Identify the volume of storage to be evaluated for each of the 16 reservoir configurations.
 - Address both current summer storage options and future winter storage options at Petaluma and Napa Sanitation District.
 - Estimate wet year water demands address summer storage requirements to prevent discharge during May through October for Petaluma.
 - ii) Layouts
 - Develop 16 reservoir layouts based on Google Earth and available USGS or other available elevation data.
 - Provide a conceptual schematic layout with the reservoir footprint shown on an aerial photograph of the site.
 - Identify anticipated appurtenant facilities at the site and conveyance facility requirements (pump stations and pipelines) in the vicinity of each reservoir.
 - iii) Identification of Available Geotechnical Data
 - Review available geotechnical data for known issues such as faults, locations, high groundwater, and soils data. Available data includes the *Geologic Conditions and Geotechnical Constraints Technical Memorandum* of the North San Pablo Bay Restoration and Reuse Project 2008 including the following maps:
 - Geotechnical Constraint Map
 - Project Geology Map
 - Review currently available applicable site specific geological studies.
 - iv) Preliminary Environmental Assessment
 - Provide an overview of anticipated potential environmental effects from the proposed storage sites. Address the following topics at a reconnaissance level to identify issues that might impact project implementation:

- Potentially significant impacts
- Potentially significant environmental effects
- Status of required environmental compliance measures
- Potential effects on historic properties
- Review preliminary reservoir footprints to identify potential fatal flaws or areas to be avoided, if possible.
- v) Estimate of Feasibility Level Costs
 - Develop estimate capital costs as required for feasibility studies in Reclamation Manual Directives and Standards, Cost Estimating (FAC 09-01).
- vi) Other Key Decision Information
 - Discuss and summarize key issues from meetings with Authority members that affect the Authority member's decisions. Information to be provided by the Member Agencies could include the following:
 - Value of the land site: loss of revenues if land were to be used for purposes other than storage.
 - Ownership of the land: Authority member-owned versus estimated current cost to purchase.
 - Institutional issues: such as coordination with other agencies and status of existing leases.
 - Capacity versus cost preferences: based on the results of Task 2.2e.i.f)v) (Estimate of Feasibility Level Costs), each Authority member will indicate an upper or lower limit on the size of reservoir they would be willing to construct under different funding scenarios (i.e., Title XVI or other funding mechanisms).
 - End-user needs: where water is going and how it compliments existing infrastructure
 - Operational constraints: associated with delivering water to specific end-users
 - Authority member specific information and input will be provided, if available:
 - Napa Sanitation District will provide available information, including cost estimates, for the options to raise the pond levees by 3 and 5 feet.
 - City of Petaluma will provide any geotechnical or regulatory information or analysis that has been performed or considered related to raising the oxidation pond levees.
 - Novato Sanitary District will provide available information regarding the storage sites

- Sonoma Valley County Sanitation District will provide information about the existing R3 reservoir, desired increase in capacity and available parcels for expansion.
- Sonoma Valley County Sanitation District will provide information about the concept for development of a new storage on the Manzoni property including desired capacity, available parcels for expansion, and the concept for a potential public-private-partnership.

vii) Evaluation of Options

- For each Authority member, create a summary matrix highlighting the costs, environmental issues, and other issues key decision issues, for each storage option.
- Conduct one conference call or meeting with each Authority member to discuss the matrix.
- Discuss Authority member options and alternative approaches to addressing storage needs.
- Storage options selected by the Member Agency may be a single storage site or multiple storage sites with one site to be included in the Title XVI program and other sites to be constructed later under alternative funding.
- Incorporate items from discussion, findings, and recommendations in a summary of all meetings.

viii) Storage Project Fact Sheets

- Produce a fact sheet for each option that includes the map, layout on aerial photo base, summary of operations studies, table of assumptions, identified environmental issues, identified geotechnical concerns, limitations, and costs.
- Present up to 16 draft fact sheets at the TAC meeting for discussion and comment.
- Provide revised fact sheets to each Authority Memo for use in their decision making.
- Integrate information into the Feasibility Study Report.

g) Proposed Program Selection

- i) Following Task 2.2e.i.c) (Alternatives Considered), evaluate, compare, and score the two alternatives and "no project" alternative, against the Program objectives, subobjectives, and performance metrics. Incorporate the activities of Task 2.2e.i.e) (Economic Analysis) to provide scoring under the "Cost-Effectiveness" subobjective. Summarize the preliminary scoring for review and comment by the TAC. During a workshop, provide insight and receive comment and direction that will guide selection of the proposed program. Use the scoring for objectives, subobjectives and metrics of success to give the

participating agencies' Board and TAC insights to reach decisions and select a preferred program.

- h) Environmental Considerations and Potential Effects
 - i) Provide an overview of anticipated potential environmental effects from the Proposed Program. Discuss anticipated regulatory requirements and compliance measures. Focus analysis on the selected program. Address the following topics required by WTR 11-01 at a reconnaissance level:
 - Potentially significant impacts
 - Potentially significant environmental effects
 - Status of required environmental compliance measures
 - Measures necessary to comply with NEPA and other laws
 - Water supply and water quality
 - Public involvement
 - Potential effects on historic properties
- i) Legal and Institutional Requirements
 - i) Describe the Program's institutional framework, interactions with other agencies, legal requirements, effects on the environment, study area economy, and water rights. Specific topics to be addressed include:
 - Water rights issues
 - Legal and institutional issues
 - Multi-jurisdictional or interagency agreements
 - Permitting procedures
 - Current and projected wastewater discharge requirements
 - Rights to wastewater
- j) Financial Capability of Sponsor
 - i) Describe the financial status of the participating agencies and potential ways the participating agencies may fund and repay their respective share of costs. Provide sufficient information for Reclamation to determine that the participating agencies are likely to demonstrate financial capability if the project moves to construction. Address the following information:
 - Proposed schedule for project implementation
 - Willingness of the non-federal project sponsor to pay for its share of capital costs and the full operation, maintenance, and replacement costs
 - A plan for funding the proposed water reclamation and reuse project's construction, operation, maintenance and replacement costs, including an analysis of how the non-federal project sponsor will pay construction and annual operation, maintenance and replacement costs
 - Description of all federal and non-federal sources of funding and any restrictions on such sources

- k) Research Needs
 - i) Develop and summarize potential research needs identified during the Phase 2 study.
- f. Feasibility Study Report:
 - i. Contents: Prepare a report of study results that includes the following:
 - a) Table of Contents
 - b) Sections as required by WTR 11-01 including:
 - i) Introductory Information
 - ii) Statement of Problems and Needs
 - iii) Water Reclamation and Reuse Opportunities
 - iv) Description of Alternatives
 - v) Economic Analysis
 - vi) Selection of the Proposed Title XVI Project
 - vii) Environmental Considerations and Potential Effects
 - viii) Legal and Institutional Requirements
 - ix) Financial Capability of Sponsor
 - x) Research Needs
 - c) Appendices
 - i) Hydraulic Studies
 - ii) Geologic Conditions and Geotechnical Constraints
 - iii) Basis for Feasibility Construction Cost Estimate
 - d) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
 - e) A map of Phase 2 Project Boundary illustrating participating agencies
 - f) Other information to support the study
 - ii. First Draft: Prepare each section of the study in draft form and submit to participating agencies for review and approval in accordance with the dates listed for this task. Each participating agency will return 1 copy of each draft study section to Consultant with comments in writing.
 - iii. Second Draft: If any participating agency requests revisions, revise the appropriate draft study section and resubmit an electronic copy of the study sections to each participating agency for approval.
 - iv. Final: Following the participating agencies' approval and prior to the participating agencies' acceptance of work under this Agreement, submit one final Feasibility Study Report, complete with all sections and appendices, to each participating agency.

g. Task 2 Deliverables

Deliverable	Due Date
Feasibility Study Report sections	To be determined.
Draft of complete Feasibility Study Report, including appendices	To be determined.
Final Feasibility Study Report, including appendices to participating agencies	To be determined.

2.3. Task 3: Environmental Evaluation

a. Environmental Constraints Analysis

- i. Review how the proposed alternatives will affect water supply and water quality from a regional perspective, summarize public involvement, and include review of potential effects to historical properties. Summarize major environmental issues for the individual alternatives and help identify recommend alternatives to be carried over to design and project environmental review.
- ii. Confirm that a Supplemental EIR/EIS is the appropriate environmental compliance document under CEQA and NEPA based on the findings of Task 2 (Title XVI Feasibility Study) and Task 3a. (Environmental Constraints Analysis).

b. Environmental Compliance - NEPA/CEQA

- i. Notice of Intent/Preparation and Scoping:
 - a) Prepare and release a combined Notice of Intent (NOI) and Notice of Preparation (NOP) to describe the proposed project and request public comments.
 - b) Send the NOI/NOP to regulatory agencies, landowners and interested parties, and post in the Federal Register.
 - c) Conduct three public scoping meetings based on project geography to provide an opportunity for input into the scope of the environmental analysis and alternatives to be examined.
 - d) When the public review process is complete, prepare a scoping report that summarizes the comments received and identifies key issues for analysis.
 - i) First Draft: Prepare scoping report in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
 - ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
 - iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved scoping report to participating agencies.

- ii. Administrative Draft 1 Supplemental EIS/EIR: Prepare an Administrative Draft 1 Supplemental EIS/EIR that includes these sections:
 - a) Introduction and Project Description:
 - i) Develop introduction and project description sections that meet the legal requirements of CEQA/NEPA, provide the context of the Phase 2 Program, provide the appropriate level of detail for the Supplemental EIR/EIS, establish the foundation for the impact analysis in the Supplemental EIR/EIS, and rely on project descriptions provided by the feasibility study.
 - ii) Include project need and purpose statements, Program objectives, and a description of the proposed components that will be analyzed at a project and Program level.
 - iii) Establish NEPA and CEQA lead agencies, and describe each component/type of improvement in sufficient detail to determine the nature and scale of environmental impacts associated with the components
 - iv) Include a description of long-term operations associated with the project and project components, and identify discretionary approvals needed for the proposed projects and the agencies that would be expected to use the EIR to support issuance of those approvals.
 - b) Geology and Soils:
 - i) Summarize regional reports on geologic conditions within the service area.
 - ii) Conduct site visits.
 - iii) Identify special problems, such as potential liquefaction and shrink/swell, and describe proposed grading and methods to handle differential settlement.
 - iv) Describe erosion hazards, setting, and regulatory framework.
 - v) Identify potential geotechnical impacts and level of significance.
 - vi) Recommend mitigation measures to reduce impacts.
 - c) Surface Water Resources:
 - i) Conduct an analysis to identify impacts to surface waters associated with constructing individual facilities and identify flood hazard zones using FEMA maps, describing the extent and general character of hydrological conditions in the local watershed, assessing existing runoff conditions and character of surface water features, evaluating the impact of facility construction and grading on surface runoff and changes in drainage patterns, discussing the effectiveness of any existing site drainage plan, discussing the quality of current and potential stormwater runoff, and identifying mitigation measures for stormwater quality protection for incorporation into the Storm Water Pollution Prevention Plan (SWPPP).

- d) Groundwater Resources:
 - i) Review USGS, General Plan and other available data on groundwater conditions within groundwater basins within the project service area, and summarize the current condition of groundwater basins in terms of overdraft conditions and water quality issues.
 - ii) Characterize pumpage for municipal and agricultural uses.
 - iii) Examine impacts to groundwater levels and secondary effects to groundwater quality associated with regional reuse.
 - iv) Identify existing ground water management programs in development.
 - v) Identify additional management strategies, as appropriate.
- e) Water Quality:
 - i) Summarize the relevant regulatory framework.
 - ii) Describe ambient water quality of the receiving waters
 - iii) Describe the effects of reduced discharge at individual outfall locations relative to biologic conditions in the vicinity of individual outfalls.
 - iv) Identify issues related to shallow water seasonal discharges.
 - v) Summarize load estimates for pollutants of concern.
 - vi) Assess the extent of salinity changes and potential to permanently affect habitat conditions at receiving water locations.
 - vii) Determine potential impacts and level of significance.
 - viii) Identify mitigation measures, if possible, to reduce impacts.
- f) Biological Resources:
 - i) Based on a data search of special status plants and wildlife that may occur in the service area, conduct an analysis to identify which special-status species have the potential to occur on site and are likely to be impacted.
 - ii) Present the regulatory environment for biological resources, including federal, state, and local ordinances.
 - iii) Identify scope and intensity of temporary and permanent impacts to habitats and special-status species, including indirect causes such as modified salinity.
 - iv) Identify thresholds for significance and determine if potential impacts meet the significance levels.
 - v) Identify mitigation measures based on regulatory guidelines and policies.
- g) Fisheries:
 - i) Review species composition, seasonal patterns, life stages, and habitat functions that could be affected by facility construction and changes in effluent discharge volumes.
 - ii) Identify, as appropriate, potential impacts to abundance and variability in geographic distribution of aquatic species and

- occurrence of species protected under state and federal Endangered Species Acts and species of special concern.
- iii) Evaluate potential impacts of proposed project operations and construction, including suspended sediments, changes in current flows, changes in water quality with respect to salinity, dissolved oxygen and potential exposure to contaminants.
 - iv) Identify mitigation measures based on regulatory guidelines and policies.
- h) Land Use:
- i) Discuss existing land uses in the study area; applicable plans, policies and objectives of local, regional and state public agencies having jurisdiction over the project; project consistency with plans, policies and CEQA guidelines; compatibility with surrounding uses; facility impacts to prime agricultural lands or lands of statewide importance; potential project and cumulative significance of permanent conversion of agricultural lands; the project's long-term contribution to agricultural preservation by improving supply reliability; and measures to mitigate identified impacts.
- i) Cultural Resources:
- i) Summarize contact with the Northwest Information Center of the California Historical Resources Information System at Sonoma State University regarding a records search of proposed facilities.
 - ii) Incorporate findings of the site reconnaissance; describe the regulatory framework, cultural setting and known resources; determine potential impacts and level of significance; and identify mitigation measures as appropriate.
- j) Noise:
- i) Describe the existing noise environment.
 - ii) Discuss relevant noise policies, regulations, and standards, and noise levels likely to be generated during construction activities and the potential for construction to adversely affect adjacent land uses or violate noise control ordinances.
 - iii) Describe typical noise generated by the project and potential for noise to adversely affect adjacent uses and compare to consistency with noise compatibility guidelines.
 - iv) Identify practical, feasible noise impact mitigation measures.
- k) Air Quality:
- i) Perform an analysis of the study area, which is within the San Francisco Bay Area Basin, which is in "nonattainment" status for state standards for ozone and particulate matter.
 - ii) Focus on the temporary effects of construction traffic.
 - iii) Describe federal, state, and local regulatory agencies and the Bay Area Air Quality Management District's (BAAQMD)'s CEQA guidelines.

- iv) Discuss current air quality in the project area and emissions likely to be generated during construction.
 - v) Evaluate potential for construction dust to cause local violations of particulate standards.
 - vi) Discuss types of emission related to vehicle traffic.
 - vii) Review conformity with federal air standards and greenhouse gas emissions.
 - viii) Identify practical, feasible mitigation measures for air quality impacts identified for the project.
- l) Traffic:
- i) Review and summarize available city, county, and state traffic information for local roads, highways, and freeways.
 - ii) Describe the circulation setting.
 - iii) Identify bicycle, pedestrian, and transit corridors.
 - iv) Determine level of service and significance criteria for study area roadways and intersections.
 - v) Determine project trip generation, distribution, and assignment.
 - vi) Perform roadway and intersection analysis.
 - vii) Determine temporary daily construction impacts during weekday AM and PM peak hour.
 - viii) Evaluate effects on pedestrian, bicycle, and transit facilities.
 - ix) Discuss site circulation and access.
 - x) Identify mitigation measures prioritized in terms of safety and level of service.
- m) Hazardous Materials:
- i) Summarize applicable federal, state, and local hazardous waste regulations.
 - ii) Review and summarize available databases to identify known areas of hazardous material contamination that could affect proposed facilities.
 - iii) Review available soil testing reports at existing facilities.
 - iv) Identify and discuss known contamination of soil and groundwater.
 - v) Discuss and evaluate impacts on general public health and safety and potential exposure to workers and waste disposal handlers.
 - vi) Prepare setting.
 - vii) Determine impacts, level of significance, and mitigation measures to reduce potential health and safety impacts to less-than-significant levels.
- n) Aesthetics:
- i) Describe important elements of the visual quality in the regional and local area surrounding the project site and the site itself, including any publicly accessible scenic vistas.
 - ii) Qualitatively discuss the visual impacts of the project.
 - iii) Identify potential sources of intrusive glare and night lighting.

- iv) Identify mitigation measures that would reduce any significant visual impacts of the proposed project.
 - o) Socioeconomic Impacts:
 - i) Review socioeconomic data within the project area and identify potential socioeconomic impacts related to project implementation, including potential impacts to recycled water users, vineyard operations, agricultural workers, and construction workers.
 - p) Economic Justice:
 - i) Review census tract data regarding per capita income within areas of the proposed project.
 - ii) Review whether project implementation would disproportionately affect disadvantaged areas or communities.
 - q) Growth Inducement:
 - i) Incorporate the analysis conducted in the Phase 1 EIR by reference
 - ii) Update additional geographic areas not previously included, such as the City of Petaluma.
 - iii) Update any changes to General Plan or ABAG projections, agricultural trends, and incorporate any relevant updated General Plan EIRs and associated findings.
 - iv) Discuss the potential for regional reuse to contribute to regional growth beyond the adopted General Plans, or to change anticipated agricultural land use patterns or practices.
 - r) Alternatives:
 - i) Review a range of Alternatives to meet both CEQA and NEPA requirements, including:
 - Alternatives to the Project. Include review of alternatives to meeting long-term water demands within the region through reuse including, but are not limited to, increased reliance on surface water supplies, such as the Russian River, Napa River and imported water supplies; increased reliance on groundwater supplies; and implementation of pilot or regional desalination.
 - Alternatives of the Project. Include a review of up to three alternatives identified in the Feasibility Study. Summarize analysis provided in the EIR/EIS for each of these alternatives and review their ability to meet the project objectives, including their ability to reduce or minimize environmental impacts.
- iii. Administrative Draft 2 Supplemental EIS/EIR:
- a) First Draft: Following review of the Administrative Draft 1 Supplemental EIS/EIR by Reclamation and participating agencies, prepare an Administrative Draft 2 Supplemental EIS/EIR and submit to participating agencies and Reclamation for review and approval in

- accordance with the dates listed for this task. Facilitate review and comment through a series of individual meeting with the participating agencies and Reclamation, as appropriate.
- b) Second Draft: If any participating agency, or Reclamation, requests revisions, revise and resubmit to all participating agencies and Reclamation for approval.
 - c) Final Draft: Following participating agencies' and Reclamation's approval, and prior to acceptance of work under this Agreement, prepare a screencheck draft for final review and approval by Water Agency's Project Manager before preparing the Public Draft Supplemental EIR/EIS.
- iv. Public Draft Supplemental EIS/EIR:
- a) Following review by Reclamation and participating agencies, prepare a Public Draft Supplemental EIS/EIR for circulation.
 - b) Prepare a list of regulatory agencies, landowners, and interested parties, and distribute Notice of Availability and Notice of Completion to said regulatory agencies, landowners, and interested parties.
 - c) Send Notice of Availability to property owners adjacent to proposed facilities using participating agency-provided addresses that Public Draft Supplemental EIS/EIR is available for review. Include the web address for download of the document and instructions for obtaining a hard copy in the Notice of Availability.
 - d) Print up to 50 hard copy documents (and up to 50 CDs) for distribution to participating agencies, as requested.
 - e) In coordination with Reclamation, file the Notice of Availability in the Federal Register.
- v. Public Meetings:
- a) Coordinate with the Authority Program Manager and Water Agency Project Manager to schedule three public meetings, one within each County, to receive public comments.
 - b) Prepare one draft and one final PowerPoint presentations for the public meetings that summarize the proposed project and identify impacts and mitigation measures.
- vi. Final Supplemental EIS/EIR:
- a) No more than 300 hours shall be expended on this subtask 2.3.b.vi.
 - b) Prepare written responses to comments received and corresponding revisions to the text of the Public Draft Supplemental EIR/EIS.
 - c) After responding to one round of comments, prepare a screencheck draft EIR/EIS.
 - d) After addressing remaining comments, circulate the Final EIR/EIS and file with the Federal Register, in coordination with Reclamation.
- vii. Certification Materials:
- a) Following completion of the Final Supplemental EIR/EIS, in coordination with Water Agency Project Manager, prepare a single

- set of certification materials to support participating agencies' approvals.
 - b) Include Project Description, Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program.
 - c) Attend certification hearings for each participating agency.
 - viii. Permitting and Regulatory Process:
 - a) No more than 625 hours shall be expended on this subtask 2.3.b.viii.
 - b) Prepare documents (Biological Assessment and Cultural Resources Report) to support Reclamation's consultation with United States Fish and Wildlife Service (USFWS) and the State Historical Preservation Office (SHPO) to meet Section 7 of the Endangered Species Act and Section 106 of the National Historical Preservation Act requirements.
 - c) Prepare a draft and final Biological Assessment to support Reclamation's consultation with USFWS and National Marine Fisheries Service under Section 7 of the Endangered Species Act.
 - i) First Draft: Prepare the Biological Assessment in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
 - ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
 - iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved Biological Assessment to participating agencies.
 - d) Establish the Area of Potential Effect (APE) for proposed facilities and prepare a Cultural Resources Survey Report to support Reclamation's consultation with SHPO under Section 106 of the National Historical Preservation Act.
 - i) First Draft: Prepare the Cultural Resources Survey Report in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
 - ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
 - iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved Cultural Resources Survey Report to participating agencies.
 - ix. Record of Decision:
 - a) Following completion of the Final EIR/EIS and federal consultations, prepare draft and final Record of Decision for Reclamation's review and processing.
 - i) First Draft: Prepare the Record of Decision in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.

- ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
- iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved Record of Decision to participating agencies.

c. Task 3 Deliverables

Deliverable	Due Date
Notice of Intent and Notice of Preparation	To be determined.
Draft Scoping Report	To be determined.
Final Scoping Report	To be determined.
Administrative Draft 1 EIR/EIS	To be determined.
Administrative Draft 2 EIR/EIS	To be determined.
Public Draft EIR/EIS	To be determined.
Public Meetings: PowerPoint Presentation	To be determined.
Final EIR/EIS	To be determined.
Draft Certification Materials	To be determined.
Final Certification Materials	To be determined.
Documents for Reclamation consultation on Section 7 of the Endangered Species Act and Section 106 of the National Historical Preservation Act	To be determined.
Draft Biological Assessment	To be determined.
Final Biological Assessment	To be determined.
Draft Cultural Resources Survey Report	To be determined.
Final Cultural Resources Survey Report	To be determined.
Draft Record of Decision	To be determined.

2.4. Task 4: Financial Capabilities Determination

- a. After the Feasibility Study and Record of Decision are complete, prepare a Financial Capabilities Report.
- b. Update and expand upon information provided in the Feasibility Report.
 - i. Update participating agencies financial statement data to enable Reclamation reviewers to compare Project investment costs to existing capital assets, Project operation costs to current operation costs, and annual Project revenue requirements to existing revenues.
 - ii. Update Project cost allocation to reflect the current cost estimate, which defines the federal and non-federal shares for each of the participating agencies.
 - iii. Collect information on the non-federal financing plan and status from each participating agency, and extending to local water supply agencies if they are participating in Project financing. Include details and documentation both for funding of the non-federal share of construction (e.g., loans, grants, bonds) and for any required annual debt service and

annual Project operations costs (e.g., user fees and tax assessments) in the plans.

- iv. Coordinate with Reclamation and meet with Reclamation staff, if needed, to better understand review requirements.
- v. Financial Capability Report:
 - a) Submit a draft Financial Capability Report to participating agencies for their review.
 - b) If requested, schedule meetings with participating agencies to discuss comments.
 - c) After making revisions based on participating agencies' review, submit the Financial Capability Report to Reclamation.
 - d) Prepare responses to Reclamation questions and comments, and revise the Financial Capability Report as necessary.

c. Task 4 Deliverables

Deliverable	Due Date
Draft Financial Capability Report	To be determined.
Final Financial Capability Report	To be determined.

2.5. Task 5: Phase 2 Funding Sources Identification, and Grant Funding Application Preparation and Administration

- a. Study Grant Funding Application Preparation and Administration
 - i. Prepare two Phase 2 WaterSMART Annual Study Grant Applications (grant applications) to address the requirements of the study grant programs as specified in Reclamation’s guidance documents.
 - ii. Prepare one draft of each grant application and send to the participating agencies and Water Agency for review and comment. Revise each grant application to incorporate comments. Respond to questions and comments provided by Reclamation staff.
 - iii. Coordinate grant administration and reporting with Water Agency.
 - iv. Prepare Phase 2 WaterSMART Bi-Annual Reports for the duration of this Agreement.
 - a) First Draft: Prepare each Bi-Annual Report in draft form and submit to Water Agency for review and approval in accordance with the date listed for this task. Water Agency will return 1 copy of each draft Bi-Annual Report to Consultant with comments or approval in writing.
 - b) Second Draft: If Water Agency requests revisions, revise and resubmit one copy of the revised Bi-Annual Report(s) for Water Agency approval.
 - c) Final: Following Water Agency approval and prior to Water Agency’s acceptance of work under this Agreement, submit each final approved Bi-Annual Report to Water Agency in accordance with the date listed for this task.

- b. Implementation Grant Funding Application Preparation and Administration
 - i. First Draft: Prepare two Phase 2 WaterSMART Implementation Grant Applications to address the requirements of the grant programs as specified in Reclamation’s guidance documents in draft form and submit to Water Agency for review and approval in accordance with the date listed for this task. Water Agency will return 1 copy of each draft to Consultant with comments or approval in writing.
 - a) Second Draft: If Water Agency requests revisions, revise and resubmit one copy of each application for Water Agency approval.
 - b) Final: Following Water Agency approval and prior to Water Agency’s acceptance of work under this Agreement, submit each final approved application to Water Agency in accordance with the date listed for this task.
 - ii. Coordinate grant administration and reporting with Water Agency.
 - iii. Provide input to the Water Agency for its preparation of Phase 2 WaterSMART Bi-Annual Reports for the duration of this Agreement.
- c. Task 5 Deliverables

Deliverable	Due Date
Phase 2 Draft Grant Applications	To be determined.
Phase 2 Final Grant Applications	To be determined.
Phase 2 Draft WaterSMART Bi-Annual Reports	To be determined.
Phase 2 Final WaterSMART Bi-Annual Reports	To be determined.
Phase 2 Draft WaterSMART Grant Applications	To be determined.
Phase 2 Final WaterSMART Grant Applications	To be determined.

2.6. Task 6: Authority Phase 1 Services

- a. Program Support and Coordination
 - i. Maintain Phase 1 Project schedule, track funding, and provide updates to TAC based on information provided by the Authority members for their projects.
 - ii. Track funding and provide quarterly Phase 1 update that includes project schedule and funding received to date.
 - iii. Assist Water Agency in responding to information requests for data not requiring additional calculations, such as project schedules, project photos, and volumes of water recycled.
 - iv. Attend regular meetings or conference calls with Water Agency and other Authority members and review related documents, as necessary, from Authority’s consultants to provide consistency with other elements of the Program.
- b. State Grant Support
 - i. Provide as-needed support to address technical and process questions from state funding agencies; prepare technical summaries for briefing

documents needed; and revise, reformat, or adjust project description and budget information to meet data requests for Authority Program activities.

- ii. Attend meetings or conference calls with Water Agency and Authority members' staff, and state funding agency staff as requested by Water Agency's Project Manager.
 - iii. Coordinate with the grant/funding application process of Water Agency staff, Authority members, and other consultants, including participating in conference calls or meetings with Water Agency and state funding agency staff.
 - iv. Gather and compile information from Authority member agencies to complete the funding applications and submit to the Water Agency for review.
- c. Federal Grant Support
- i. Based on information provided by the affected participating agencies, prepare two Phase 1 Construction grant applications to address the requirements of the Construction grant programs as specified in Reclamation's guidance documents that include, but are not limited to, required items in the Construction grant applications including the assurances, technical proposal, permits and approvals, funding plan, letters of commitment, resolution, and project budget.
 - a) Submit grant applications to the participating Authority member agencies and Water Agency's Administrative Contact for review and comment in accordance with the date listed for this task.
 - b) Provide one revision of each grant application to incorporate comments and resubmit one copy of each revised grant application for Water Agency approval.
 - c) Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit each final approved grant application to Water Agency in accordance with the date listed for this task.
 - d) Respond to questions and comments provided by Reclamation staff.

d. Task 6 Deliverables

Deliverable	Due Date
Phase 1 updates	To be determined.
Draft state applications	To be determined.
Final state applications	To be determined.
Draft federal applications)	To be determined.
Final federal applications	To be determined.

2.7 Optional Task 7: Additional Services

- a. Do not proceed with this task unless requested in writing by Water Agency's Project Manager.

- b. Perform additional services as requested by Water Agency. The additional services will be agreed to by Consultant and Water Agency and described in writing by Water Agency.
- c. Task 7 Deliverables

Deliverable	Due Date
To be determined	To be determined

Exhibit B

Schedule of Costs

PERSONNEL			
Engineering	Technical/Scientific	Administrative	Hourly Rate
		Office/Support Services I	\$62
Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	\$79
Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	\$86
Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	\$101
Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician Project Analyst II	Accountant II Word Processor IV	\$121
Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	\$141
Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III Project Analyst III	Accountant IV Administrative Manager	\$166
Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	\$188
Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corp. Contract Administrator	\$213
Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/Hydrogeologist	Assistant Controller	\$227
Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	\$243
Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$267
Vice President			\$258
Vice President/Project Manager			\$288
Senior Vice President			\$323
President/Executive Vice President			\$323

EXPENSES	
Item	Cost
Subconsultant	at cost + 5%
Long distance telephone	at cost
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	IRS standard mileage rate for business
Travel Expenses:*	
Rental car (midsize)	daily rate, at cost
Hotel	At cost not to exceed \$265 per night
Airfare (coach class)	At cost not to exceed \$440 per round trip
Meals	At cost not to exceed \$90 per day, alcohol excluded
*Travel Expenses to be pre-approved by Water Agency.	

Exhibit C

Allocation of Costs

Phase 1	Total Budget	LGVSD	NSD	Novato	SVCS	SCWA	NMWD	Napa	Petaluma	MMWD	AC
FY 2014 - 2015	\$ 72,628.00	\$ 7,444.37	\$ 25,165.60	\$ 6,732.62	\$ 12,579.17	\$ 2,592.82	\$ 15,520.60	\$ 2,592.82	\$ -	\$ -	\$ -
FY 2015 - 2016	\$ 77,998.00	\$ 7,994.80	\$ 27,026.31	\$ 7,230.41	\$ 13,509.25	\$ 2,784.53	\$ 16,668.17	\$ 2,784.53	\$ -	\$ -	\$ -
FY 2016 - 2017	\$ 46,993.00	\$ 4,816.78	\$ 16,283.07	\$ 4,356.25	\$ 8,139.20	\$ 1,677.65	\$ 10,042.40	\$ 1,677.65	\$ -	\$ -	\$ -
FY 2017 - 2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 - Year Total	\$ 197,619.00	\$ 20,255.95	\$ 68,474.98	\$ 18,319.28	\$ 34,227.62	\$ 7,055.00	\$ 42,231.17	\$ 7,055.00	\$ -	\$ -	\$ -

Phase 2	Total Budget	LGVSD	NSD	Novato	SVCS	SCWA	NMWD	Napa	Petaluma	MMWD	AC
FY 2014 - 2015	\$ 823,335.00	\$ -	\$ 162,390.20	\$ 135,369.81	\$ 86,967.76	\$ 88,849.79	\$ -	\$ -	\$ 218,387.91	\$ 49,093.21	\$ 82,276.32
FY 2015 - 2016	\$ 931,636.00	\$ -	\$ 183,750.91	\$ 153,176.28	\$ 98,407.45	\$ 100,537.04	\$ -	\$ -	\$ 247,114.52	\$ 55,550.90	\$ 93,098.90
FY 2016 - 2017	\$ 1,190,449.00	\$ -	\$ 234,797.80	\$ 195,729.39	\$ 125,745.52	\$ 128,466.71	\$ -	\$ -	\$ 315,764.14	\$ 70,983.21	\$ 118,962.23
FY 2017 - 2018	\$ 176,614.00	\$ -	\$ 25,230.57	\$ 25,230.57	\$ 25,230.57	\$ 25,230.58	\$ -	\$ -	\$ 25,230.57	\$ 25,230.57	\$ 25,230.57
4 - Year Total	\$ 3,122,034.00	\$ -	\$ 606,169.48	\$ 509,506.05	\$ 336,351.30	\$ 343,084.12	\$ -	\$ -	\$ 806,497.14	\$ 200,857.89	\$ 319,568.02

Total	Total Budget	LGVSD	NSD	Novato	SVCS	SCWA	NMWD	Napa	Petaluma	MMWD	AC
FY 2014 - 2015	\$ 895,963.00	\$ 7,444.37	\$ 187,555.80	\$ 142,102.43	\$ 99,546.93	\$ 91,442.61	\$ 15,520.60	\$ 2,592.82	\$ 218,387.91	\$ 49,093.21	\$ 82,276.32
FY 2015 - 2016	\$ 1,009,634.00	\$ 7,994.80	\$ 210,777.22	\$ 160,406.69	\$ 111,916.70	\$ 103,321.57	\$ 16,668.17	\$ 2,784.53	\$ 247,114.52	\$ 55,550.90	\$ 93,098.90
FY 2016 - 2017	\$ 1,237,442.00	\$ 4,816.78	\$ 251,080.87	\$ 200,085.64	\$ 133,884.72	\$ 130,144.36	\$ 10,042.40	\$ 1,677.65	\$ 315,764.14	\$ 70,983.21	\$ 118,962.23
FY 2017 - 2018	\$ 176,614.00	\$ -	\$ 25,230.57	\$ 25,230.57	\$ 25,230.57	\$ 25,230.58	\$ -	\$ -	\$ 25,230.57	\$ 25,230.57	\$ 25,230.57
4 - Year Total	\$ 3,319,653.00	\$ 20,255.95	\$ 674,644.46	\$ 527,825.33	\$ 370,578.92	\$ 350,139.12	\$ 42,231.17	\$ 7,055.00	\$ 806,497.14	\$ 200,857.89	\$ 319,568.02

Note: Numbers in table are rounded and may not equal total. Regardless of the allocations noted in this table, total contract costs are limited as provided under Article 5 of this Agreement.

LGVSD - Las Gallinas Valley Sanitary District
NSD - Napa Sanitation District
Novato - Novato Sanitary District
SVCSO - Sonoma Valley County Sanitation District
SCWA - Sonoma County Water Agency
NMWD - North Marin Water District
Petaluma – City of Petaluma
Napa - Napa County
MMWD - Marin Municipal Water District
AC - City of American Canyon

Exhibit D

Breakdown of Costs

Contract Amendments in SCWA Agreement Format						
Tasks		Original	Amendment 1	Amendment 1 Result	Amendment 2	Amendment 2 Result
1	Workshops/Public Outreach/Management	694,288	50,000	744,288	245,646	989,934
1.1	Workshops	171,860	25,000	196,860	93,860	290,720
1.2	Web Portal					
1.3	Public Involvement	297,276	25,000	322,276	113,498	435,774
1.4	Administration	225,152		225,152	38,288	263,440
2	Title XVI Feasibility Study/Report	1,184,777	-49,000	1,135,777	59,180	1,194,957
2.1	Introductory Information	34,728		34,728	0	34,728
2.2	Statement of Problems/Needs	43,231		43,231	0	43,231
2.3	Water Reclamation/Reuse Opps	54,257		54,257	0	54,257
2.4	Analysis of Alternatives/FS Report	1,052,562	-49,000	1,003,562	59,180	1,003,562
3	Environmental Evaluation	796,450	0	796,450	-23,700	772,750
3.1	Environmental Constraints Analysis	279,178		279,178	3,132	282,310
3.2	Environmental Compliance-NEPA/CEQA	517,272		517,272	-26,832	490,440
	a. Project Management					
4	Financial Capabilities Deter	56,590		56,590	0	56,590
	Leave Blank and Protected					
5	Phase 2 Grant Applications & Management	92,655	-25,000	67,655	40,148	107,803
5.1	Phase 1 Grant Application & Management					
5.2	Phase 2 Grant Management					
6	Phase 1 Grant Application & Management	197,619	0	197,619	0	197,619
6.1	Program Support and Coordination	61,340		61,340	0	61,340
6.2	State Grant Support	38,254		38,254	0	38,254
6.3	Phase 1 Grant Application & Management	92,655		92,655	0	92,655
6.4	Additional Services					
	Total	\$3,022,379	-\$24,000	\$2,998,379	\$321,274	\$3,319,653

Exhibit E

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Water Agency reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. INSURANCE

1.1. **Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance
- e. If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

1.2. **General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Water Agency. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Water

Agency's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Water Agency.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be additional insured(s) for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Water Agency and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Water Agency.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- e. Required Evidence of Coverage:
 - i. Certificate of Insurance.

1.5. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Consultant maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Water Agency. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Water Agency.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Coverage shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- e. Prior to Consultant, or any of Consultant's subconsultants, conducting subsurface work (boring, drilling, or similar), Sonoma County Water Agency, its officers, agents, and employees, shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the work.
- f. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.6. Standards for Insurance Companies

- a. Insurers shall have an A.M. Best's rating of at least A:VII.

1.7. Documentation

- a. The Certificate of Insurance must include the following reference: TW 12/13-132.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Water Agency for the entire term of this Agreement

and any additional periods if specified in Sections 1.1, 1.2, 1.3, 1.4, or 1.5 above.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, its officers, agents, and employees, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019
- d. Consultant shall submit current Evidence of Insurance prior to the renewal or replacement of any existing insurance policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced below the limits required in the contract.
- f. Upon written request, copies of required insurance policies must be provided within thirty (30) days but with confidential information redacted.

1.8. Policy Obligations

- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.9. Material Breach

- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Water Agency, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Water Agency may purchase the required insurance, and without further notice to Consultant, Water Agency may deduct from sums due to Consultant any premium costs advanced by Water Agency for such insurance. These remedies shall be in addition to any other remedies available to Water Agency.

Exhibit F

CERTIFICATION OF COMPLIANCE WITH FEDERAL LAWS AND AUTHORITIES

Contractor agrees to comply, and shall require all Subcontractors to comply, with the following federal laws (also referred to as "Federal Cross-Cutters"):

ENVIRONMENTAL AUTHORITIES

1. Archeological and Historical Preservation Act of 1974, Pub. L. 86-523, as amended, Pub. L. 93-291 16 USC § 469a-1.
2. Clean Air Act, Pub. L. 84-159, as amended.
3. Coastal Barrier Resources Act, Pub. L. 97-348, 96 Stat. 1653; 16 USC § 3501 et seq.
4. Coastal Zone Management Act, Pub. L. 92-583, as amended, 16 USC § 1451 et seq.
5. Endangered Species Act, Pub. L. 93-205, as amended, 16 USC § 1531 et seq.
6. Environmental Justice, Executive Order 12898.
7. Floodplain Management, Executive Order, 11988 as amended by Executive Order 12148.
8. Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608.
9. Farmland Protection Policy Act, Pub. L. 97-98, 7 USC § 4201 et seq.
10. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.
11. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended, 80 Stat. 917 (1966) 16 USC § 470 et seq.
12. Safe Drinking Water Act, Pub. L. 93-523, as amended, 42 USC § 300f et seq.
13. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended, 82 Stat. 913; 16 USC § 1271 et seq.
14. Essential Fish Habitat Consultation. Pub. L. 94-265, as amended, 16 USC § 1801 et seq.
15. Recycled Materials. Executive Order 13101; Section 6002 Resource Conservation and Recovery Act - 42 USC § 6962.

ECONOMIC AND MISCELLANEOUS AUTHORITIES

1. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372/ 42 USC § 3331 et seq.
2. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal

Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368; 40 CFR Part 31.

3. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655.
4. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Excluded Parties List System can be found at <http://epls.gov>. The Contractor represents and warrants that it has included a term or conditions requiring compliance with this provision in all of its contracts and subcontracts. The Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement.
5. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, EO 13202, as amended by EO 13208.
6. Hotel and Motel Fire Safety Act of 1990 (PL 101-391, as amended). Contractors may search <http://www.usfa.dhs.gov/applications/hotel/>.
7. Records and financial reporting. 40 CFR Part 31.
8. Copyright. 40 CFR Part 31.

SOCIAL POLICY AUTHORITIES

1. Age Discrimination Act of 1975, Pub. L. 94-135; 42 USC § 6102.
2. Race Discrimination. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.1; 42 USC § 2000d; 40 CFR Part 7.
3. Sex Discrimination. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act); 33 USC § 1251; 40 CFR Part 7.
4. Disability Discrimination. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250); 29 USC § 794; 40 CFR Part 7.
5. Equal Employment Opportunity, Executive Order 11246.
6. Women's and Minority Business Enterprise, Executive Orders 11625, 12138, and 12432; 40 CFR Part 31.
7. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.
8. Anti-Lobbying Provisions (40 CFR Part 34) Borrower agrees to submit certification and disclosure forms as requested by the State Water Resources Control Board or the USEPA. In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under 40

CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. The Recipient shall ensure that no Project Funds provided by the State Water Board under this assistance agreement are used to engage in lobbying of the federal government or in litigation against the United States unless authorized under existing law. The Recipient shall abide by its respective 2 CFR 200, 225, or 230, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

- 9. Anti-Litigation Provisions (2 CFR 220, 225, or 230).
- 10. Trafficking Victims Protection Act of 2000.
- 11. ACORN Prohibition. None of the Project Funds used in this Agreement may be used for contracts or subcontracts to ACORN.

CERTIFICATION

I certify that _____
(Contractor)
has, or will, comply with the above list of federal laws and authorities.

Signature of Authorized
Representative or Designee

(Date)

Exhibit G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (CONSULTANT)

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b), above, of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. [Note: to be executed by all principals]

Organization Name	Project Name
Name and Title of Authorized Representative	
Signature of Authorized Representative	Date
Name and Title of Authorized Representative	
Signature of Authorized Representative	Date
Name and Title of Authorized Representative	
Signature of Authorized Representative	Date

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Exhibit H

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION
(CONSULTANT'S SUBCONTRACTORS, CONSULTANTS, AND OTHER AGENTS)**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Note: to be executed by all principals.]

Organization Name	Project Name
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Name(s) and Title(s) of Authorized Representative(s)

Signature(s)	Date
--------------	------

Name and Title of Authorized Representative

Signature of Authorized Representative	Date
--	------

Name and Title of Authorized Representative

Signature of Authorized Representative	Date
--	------

Name and Title of Authorized Representative

Signature of Authorized Representative	Date
--	------

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit I

Disadvantaged Business Enterprise (DBE) Procedural Guidelines

1.1. Summary of DBE Requirements

- Employ the Good Faith Efforts in steps 1 through 6 below.
- Complete and submit Form 1 (Good Faith Efforts Checklist) and supporting documentation prior to awarding any subcontract.
- Complete and submit Form 2 (DBE Subconsultant Participation Form) prior to awarding any subcontract.

1.2. Introduction

Funding for this project is anticipated to come in part from state or federal funds and therefore may require outreach to disadvantaged business enterprises (DBE) or other special provisions. The purpose of this document is to provide procedural guidelines that must be adhered to for DBE compliance along with forms that must be submitted with SOQs or project proposals. The selected consultant will be required to report actual DBE participation semi-annually to the Water Agency during project implementation

Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability, and qualifications.

For the purposes of this document, a DBE means a business enterprise that is owned and controlled by one or more socially and/or economically disadvantaged persons. "Owned and controlled" is specified as a business which is (1) a sole proprietorship legitimately owned by an individual who is a disadvantaged person, or (2) a partnership or joint venture controlled by disadvantaged persons and in which at least 51 percent of the voting interest and 51 percent of the beneficial ownership interests are legitimately held by disadvantaged persons. Such persons include individuals who are Women, Black, Hispanic, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. Each DBE solicited and included in the proposal must be certified by the U.S. Environmental Protection Agency, U.S. Small Business Administration, U.S. Department of Transportation, or another state, local, tribal, or private entity whose certification criteria match those of the aforementioned federal agencies.

A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control management, risks, and profits of the joint venture commensurate with its ownership interests.

Any public or private entity receiving state or federal funds must demonstrate that efforts were made to attract DBEs whenever services, supplies, or equipment are procured. The process to attract DBEs is referred to as the "Good Faith" effort (GFE). This effort requires that the consultant take the steps listed below to assure that DBEs are utilized to the maximum extent practicable. Failure to take these steps may be cause for Agency to terminate the agreement for cause.

Consultant must make a concerted and documented effort to solicit quotes from eligible DBEs for procured services, supplies, and equipment. If it is not practical or possible to comply with one or more of the six GFE steps, Consultant must prepare an explanation and submit to Agency prior to awarding any subcontract.

1.3. Demonstration of Good Faith Effort (Six Good Faith Steps)

The DBE "Good Faith" effort (GFE) consists of the following six steps:

STEP 1: Divide the total requirements, when economically feasible, into small tasks or quantities to permit maximum participation.

Consider in the scope of work whether portions of the work could be feasibly subcontracted with DBEs. This will include dividing total requirements into smaller tasks or quantities to permit maximum participation by DBEs. Submit documentation along with the SOQ that demonstrates the division of work into small proprietary portions (e.g. elements of planning, studies, design, permitting, monitoring, project implementation).

STEP 2: Establish delivery schedules, when work requirements permit, that encourage maximum DBE participation.

Make information on solicitation opportunities available to DBEs well in advance of the required requirements permit, arrange time frames for contracts and establish delivery schedules in a way that encourages and facilitates participation by DBEs in the competitive process. As indicated, submit documentation that includes DBE solicitation notifications and the date thereof.

STEP 3: Use the services of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce (DOC) in soliciting qualified DBEs.

These agencies offer several services that are generally provided at no cost, including Internet access to databases of DBEs (resources provided in Section 4 below). Utilization of these resources is required. As indicated, submit documentation along that demonstrates evidence of utilizing these resources.

STEP 4: Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

STEP 5: Include qualified DBEs on solicitation lists and record the information.

Solicitation should be as broad as possible. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. As indicated, submit documentation that demonstrates the preparation of a DBE solicitation list.

STEP 6: Require the consultant team and subconsultants to implement the steps (1) through (5) above for procuring services, supplies, or equipment.

1.4. DBE Outreach Resources

The outreach process identifies DBE firms that may be qualified to submit quotes on subcontracts for the project and then communicates information on the contracting opportunity to them via a phone call, fax, e-mail message, or letter.

One of the most important elements of the outreach is producing and retaining documentation of efforts made to contact DBE firms. This is typically done by producing printouts of web pages visited, phone logs of calls made or faxes sent, copies of letters sent via fax, mail or e-mail, and printouts of e-mails sent.

DBE firms can be identified utilizing many sources, but most federal funding sources require the consultant or consultant team to use only two: the Small Business Administration and the Minority Business Development Agency. State funding agencies that pass through federal funds may recommend other sources of DBE information. These include the California Public Utilities Commission (CPUC) and the California Department of Transportation (CalTrans). All of these organizations post information on their websites to aid in identifying DBE firms.

The web sites in the table below include a list of available sources for expanding the search for eligible DBEs. **Note that utilizing the SBA and MBDA resources are a mandatory part of a GFE process.** If DBE sources are not located, explain why and describe the efforts made.

DBE Resources	Contact Information
<p>Small Business Administration (SBA)</p> <p>To view DBE businesses:</p> <ol style="list-style-type: none"> 1. Go to http://web.sba.gov/pro-net/search/dsp_dsbs.cfm 2. At the top, click on Quick Market Search 3. Under NAICS Codes and Keywords, choose either default "Any," or "All." 4. Under States, scroll down and click on California 5. Click on Help next to "Metropolitan Statistical Area" to lookup project location. 6. Click Search using these criteria <p>You may also use advanced search parameters by clicking on "DSBS" at the top and entering criteria in the provided fields.</p>	<p>PRO-Net Database Go to http://web.sba.gov/pro-net/search/dsp_dsbs.cfm</p>
<p>To post an opportunity:</p> <p>Users can use SUB-Net to post subcontracting opportunities free of charge. Small businesses can review this web site to identify opportunities in their areas of expertise.</p> <ol style="list-style-type: none"> 1. Go to http://web.sba.gov/subnet 2. In the upper left corner, click on "Post." 3. Register* and log-in. 4. Click on Sub-Net 5. Click on Enter Solicitation and fill in details. <p>*This requires that you enter your company profile and a DUNs Number. If you do not have a DUNs Number, you must register for one through http://www.dnb.com/us/duns_update/. It is possible to get a DUNs number free of charge within one business day.</p>	<p>Subnet and Bid Notification: http://web.sba.gov/subnet</p> <p>For assistance, contact 888-227-2423</p>
<p>U.S. Department of Commerce Minority Business Development Agency (MBDA)</p> <p>The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help DBE's. Consultants should contact the</p>	<p>www.mbda.gov/</p> <p>(202) 482-0404 or email us at support@mbda.gov.</p>

DBE Resources	Contact Information
<p>centers and provide notices of contracting opportunities. The MBDA website allows you to post an opportunity, much like placing an advertisement in a trade journal.</p> <p>On the website, click on "My Business Tools" and register to obtain a login and password. Log in; click on "Business Dashboard;" click on "post opportunities;" click on your company name; click on "submit new opportunity;" and complete questionnaire. The user should obtain a screen print of the posted opportunity as documentation.</p>	
<p>California Public Utilities Commission (CPUC) CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. The user starts by clicking on Database on the left and then selecting "Searchable Supplier Database". This will link to The Supplier Clearinghouse webpage. Click on "certified supplier search" and enter search criteria.</p>	http://www.cpuc.ca.gov/puc/supplierdiversity
<p>California Department of Transportation (CalTrans) Based on the federal Disadvantaged Business Enterprises (DBE) program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Click on "DBE Search". Select either "Click here to access the DBE Query Form" or "Click here to download the DBE Database in Excel" and perform your own queries. The user should print the search results page(s) and keep them with the rest of the documentation.</p>	www.dot.ca.gov/hq/bep
<p>North American Industry Classification System (NAICS) Under Downloads Reference Files, Tools, click "For 2007 NAICS" and Download files for NAICS definitions</p>	http://www.census.gov/eos/www/naics/
<p>U.S. EPA Office of Small, Disadvantaged Business Utilization (OSDBU) OSDBU's mission includes "fostering opportunities for partnerships, contracts, subagreements, and grants for small and socioeconomically disadvantaged concerns". One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU. Select "search the OSDBU Registry" and click on the search criteria of interest (ethnicity, size, SIC, etc.)</p>	http://cfpub.epa.gov/sbvps/

1.5. Consultant Responsibilities

- Pay subconsultants for satisfactory performance no more than 30 days from receipt of payment from the Water Agency.
- Notify the Water Agency in writing prior to termination of a DBE subconsultant for any reason.

- If a DBE Subconsultant fails to complete work under the subcontract for any reason, consultant shall employ the six GFEs if soliciting a replacement Subcontractor.
- Employ the GFE steps even if the Water Agency has achieved its DBE goal.
- Maintain records documenting compliance with the requirements.
- Provide semi-annual reports on DBE utilization in a format approved by the Water Agency.

FORM 1

**Good Faith Efforts Checklist
Disadvantaged Business Enterprise Program (DBE)**

In support of the actions identified in the Table below, the consultant must:

Attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" and "NA" answers.

DBE Checklist		Yes	No	NA ¹
1	Did you solicit proposals or quotes from subconsultants for this project?			
2	Did you review DBE resources (SBA, MBDA, etc.)?			
3	Did you develop a solicitation list of potential qualified DBE firms?			
4	Did you contact DBE's?			
5	Did you include DBE requirements in solicitations?			
6	Did you solicit proposals from DBE's?			
7	Did you break down the project, where economically feasible, into smaller components?			
8	Did project components have reasonable delivery schedules?			
9	Did you provide sufficient time to facilitate the submission of DBE proposals?			
10	Did you advertise the solicitation in local papers, or trade associations, or post to DBE websites? If yes, which papers/trade associations/websites?			
11	Did you encourage DBEs to submit proposals as a consortium because of project size?			
12	Did you require subconsultants to apply the good faith efforts?			
13	Were the good faith efforts identified as a "responsiveness/responsible" criterion in the solicitation?			
14	Did DBE firms submit proposals?			
15	Did you select any DBE firms?			
16	Is the subconsultant you selected using any subcontractors?			
17	If yes, did you ensure that the subconsultant implemented DBE procedures			

1. NA – Not Applicable

Supporting Documentation

1. Examples of supporting documentation include:

- i. List of DBE firms;
- ii. List of potential sub-contract work elements;
- iii. Evidence of contact with DBE firms (copies of invitations for proposals or quotes, web-site posts, contact letters, faxes and telephone call sheets, etc.);
- iv. Copies of all procurement advertisements; and,
- v. List of all consultants that submitted proposals or quotes. Any confidential information may be redacted from supporting documents.

Consultant Name

Project Manager Signature/Date

Contact Phone # _____

Email Address _____

FORM 2

**Disadvantaged Business Enterprise Program
DBE Subconsultant Participation Form**

PROJECT NAME	PRIME CONSULTANT
PRIME CONSULTANT PROJECT MANAGER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	CURRENTLY CERTIFIED AS A DBE?

_____ Prime Consultant Signature
_____ Print Name

Exhibit J

Contract Provisions Required by Funding Authority

1.1 Introduction

Work under this Agreement is funded in part by the Department of the Interior Bureau of Reclamation, which obliges the Water Agency to include the provisions of 43 CFR 12.76(i)(1) through (13) as requirements of this Agreement. These requirements are set forth below.

Title 43, Code of Federal Regulations (43 CFR) – Public Lands: Interior

Title 43 - Public Lands: Interior
Subtitle A - Office of the Secretary of the Interior
Part 12 - ADMINISTRATIVE AND AUDIT REQUIREMENTS AND COST PRINCIPLES FOR ASSISTANCE PROGRAMS
Subpart C - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
Subjgrp - Changes, Property, and Subawards
Section 12.76 - Procurement.

12.76 - Procurement.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Date: November 14, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Recycled Water Fund in the Amount of \$25,231

Whereas, the Board of Directors of the Sonoma County Water Agency (Water Agency) adopted the Water Agency Fiscal Year 2017-2018 budget on June 15, 2017; and

Whereas, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2017-2018 Adopted Budget; and

Whereas, the Water Agency desires to adjust the Fiscal Year 2017-2018 Adopted Budget for the Recycled Water Fund in the amount of \$25,231 for the Brown and Caldwell agreement for the North Bay Water Reuse Authority; and

Whereas, a resolution from the Water Agency's governing board authorizing such budget adjustment is required.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to the Sonoma County Water Agency (Water Agency) Fiscal Year 2017-2018 budget as follows:

Resolution #

Date:

Page 2

Fiscal Year 2017-2018 Expenditures		Amount
82440-80250200	NBWRA Trust Fund	
54507	Other Contract Services	25,231.00
Total Expenditures		25,231.00
Fiscal Year 2017-2018 Funding Sources		
44110-33030400	Recycled Water	
	Fund Balance	25,231.00
Total Funding Sources		25,231.00

Directors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ATTEST:

Clerk of the Board of Supervisors

Date: November 14, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2017-2018 for the Sonoma Valley Sanitation District Operations Fund in the Amount of \$25,231

Whereas, the Board of Directors of the Sonoma County Water Agency (Water Agency) adopted the Water Agency Fiscal Year 2017-2018 budget on June 15, 2017; and

Whereas, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2017-2018 Adopted Budget; and

Whereas, the Water Agency desires to adjust the Fiscal Year 2017-2018 Adopted Budget for the Sonoma Valley Sanitation District Operations Fund in the amount of \$25,231 for the Brown and Caldwell agreement for the North Bay Water Reuse Authority; and

Whereas, a resolution from the Water Agency's governing board authorizing such budget adjustment is required.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to the Sonoma County Water Agency (Water Agency) Fiscal Year 2017-2018 budget as follows:

Resolution #

Date:

Page 2

Fiscal Year 2017-2018 Expenditures		Amount
82440-80250200	NBWRA Trust Fund	
54507	Other Contract Services	25,231.00
Total Expenditures		25,231.00
Fiscal Year 2017-2018 Funding Sources		
43301-33080100	Sonoma Valley Sani District Ops Fund	
	Fund Balance	25,231.00
Total Funding Sources		25,231.00

Directors:

Gorin:

Hundley:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ATTEST:

Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 3
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency

Staff Name and Phone Number:

Jon Niehaus 521-1845

Supervisorial District(s):

Title: Addition of Engineer Position Supporting The Stream Maintenance Program

Recommended Actions:

Adopt a resolution effective November 14, 2017 adding 1.0 FTE Water Agency Engineer IV to support the Field Operations Section with Stream Maintenance Program projects, and deleting 1.0 FTE Account Clerk II in the same division.

Executive Summary:

The Sonoma County Water Agency (Water Agency) has responsibility for maintenance of approximately 75 miles of engineered flood control channels. The Field Operations Section has responsibility implementing the Stream Maintenance Program (Program), as well as vegetation maintenance, construction, and heavy equipment operation support for water supply and wastewater facilities. Completion of annual Program work requires an extensive reporting process from several federal and state agencies. This includes cross-sectional surveys, preparing plans and designs, soil testing and analysis, and water quality sampling. In addition, other critical ongoing projects require technical and engineering support. Historically this work was completed by consultants or other Water Agency sections including Engineering, Survey and CAD/GIS.

The Sonoma County Water Agency has identified a need to add a 1.0 full-time equivalent Water Agency Engineer IV position to the Maintenance Division to advance critical tasks related to the Program and other ongoing Water Agency projects. Fire recovery efforts have added urgency to this need. The position will immediately be used for the following fire recovery efforts:

- GIS analysis to identify potential effects of the fire on our watersheds and Agency infrastructure
- Development of a monitoring program for high risk areas
- Development of a geospatial data collection system to allow sharing of data in real time to improve emergency response
- Coordination of flood control reservoir operations with Natural Resource Conservation Service
- Conducting post fire survey and analysis using remote sensing methods and techniques to monitor key flood control facilities including reservoirs and diversion structures

The Water Agency intends to do an internal promotional recruitment to fill this position, which will enable the selected candidate to become effective in the ongoing recovery effort in the coming months.

Discussion:

The scope and complexity of work within the Field Operations section of the Water Agency Maintenance Division have greatly increased over the last several years. This is partially attributed to increased responsibilities related to the Stream Maintenance Program (Program). The notification and reporting process for the Program requires extensive technical and engineering support. In addition, other Water Agency projects and infrastructure maintenance require similar technical support. These projects include the Dry Creek restoration projects as well as flood control, water supply, and wastewater infrastructure maintenance programs. The recent fire has highlighted the critical importance of the Stream Maintenance Program and other Field Operations projects in terms of our recovery efforts and preparations for the 2017-2018 wet weather season.

The Program is a nationally recognized program for maintenance of creeks and flood control channels. This comprehensive program includes vegetation maintenance, sediment removal, and bank stabilization for flood control purposes as well as enhancing habitat and recreational opportunities. Completion of annual Program work requires an extensive reporting process from several federal and state agencies. This includes cross-sectional surveys, preparing plans and designs, soil testing and analysis, and water quality sampling. The Engineer IV position is needed to advance the following critical tasks:

- a) Designing and creating construction plans for Program sediment removal projects, bank stabilization projects, and flood control facility repairs.
- b) Coordinating development of the Program database, including forms to collect and document data. Development of this process will streamline the Program monitoring and reporting process by facilitating evolution to an online web-based format and reducing the need to create extensive reports on a biannual basis.
- c) Quantifying Program project metrics for compliance with permit requirements including costs, linear footage, volume, width, cross sectional area, and area of disturbance. Assist in the creation of the Program's annual notification and reporting.
- d) Assist in scheduling and planning the Program, and representing the Water Agency in the Flood Control Zone Advisory Committee meetings.
- e) Coordinate soil testing and laboratory analysis for Program sediment removal activities.
- f) Conducting water quality sampling.
- g) Conducting annual assessment of flood control facilities to prioritize maintenance efforts.
- h) Coordinate with multiple divisions across the Water Agency including: Engineering, Environmental, Survey/Right-of-Way, Technical Writing, and Accounting.
- i) Coordinate Water Agency Stream Maintenance Program activities with multiple federal and state regulatory jurisdictions, as well as local governments.

The Water Agency's Field Operations section is also responding to increased demands related to ongoing projects including aqueduct maintenance, Dry Creek Restoration projects, Russian River levee program, Mirabel Fish Ladder, Norton Slough, Woods Creek, and critical maintenance needs due to aging flood

control infrastructure such as Santa Rosa Creek diversion facilities. The Field Operations section manages various aspects of each of these programs in conjunction with engineers of all levels in the Water Agency's Engineering Division. These increased demands on the Field Operations work group require dedicated and experienced technical staff to manage the workload efficiently. The Engineer IV position will coordinate all technical and engineering needs for the Field Operations section related to these projects. The Engineer IV will provide input as well as understand and take on the technical and engineering aspects of the work and will support those programs in a similar manner to the support being provided to the Program. The Engineer IV will be responsible for the following:

- a) Coordinate with multiple divisions across the Water Agency including: Engineering, Environmental, Survey/ROW, Technical Writing, and Accounting.
- b) Serve as project manager for a variety of service contracts including: Conservation Corps North Bay, Friends of Petaluma River, Horizon Water and Environment, Maxon Consulting, Hanford ARC, Eurofins Calscience Inc, Sonoma Ecology Center, and United Anglers of Casa Grande High School.
- c) Develop a GIS-based database tracking and routine maintenance program for maintenance of the Russian River-Cotati Intertie properties.

The new position will help to relieve excess workload in other Water Agency sections including Engineering, Survey/Drafting, and Environmental. Adding this position to the Field Operations section will increase efficiency, streamlining the project completion process by reducing reliance on staff from other sections who often do not have capacity to provide assistance within the desired timeframe. This position will allow the Field Operations section to meet increasing work demands. Without this position, the Field Operations section will continue to rely on resources from other Water Agency sections to meet growing demands, resulting in reduced efficiency, project delays and increased costs. The alternative of subcontracting out to a consulting firm also results in cost increases. Ultimately, without this position, the Field Operations section may be unable to meet critical demands, impacting Program activities, the Russian River levee program, Dry Creek maintenance, and Aqueduct property maintenance.

The position being deleted is an Account Clerk II assigned to the Field Maintenance Division at the 800 Aviation location. The position had responsibility for cost and financial records involving distribution of labor, material and equipment, and payroll records; assisting field personnel with Timesaver; and assisting fleet with maintenance records. Upon retirement of the incumbent, operational needs were assessed, and it was determined the business need did not support re-filling the Account Clerk II position. The tasks associated with Field Maintenance budget, payroll and fleet could be handled more efficiently and with less redundancy by the central Administrative group, specifically the Budget/Accounting and HR/Payroll sections. The deletion of this position does not impact any other existing work.

The Water Agency has consulted with the Human Resources Department which is supportive of the recommended classification for the body of work described.

Prior Board Actions:

01/24/2017: Stream Maintenance Program 2017 Update

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Water Agency Strategy 3, Flood Protection: Increase Stream Maintenance Program effectiveness and efficiency.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	2,348		
Additional Appropriation Requested			
Total Expenditures	2,348	55,329	55,329

Funding Sources			
General Fund/WA GF	2,348		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	2,348	55,329	55,329

Narrative Explanation of Fiscal Impacts:

Adding a 1.0 FTE Water Agency Engineer IV allocation represents an increase in FY 17-18 expenses of \$2,348, which can be absorbed within existing appropriations. The position will initially be filled at the Engineer I level, and the timing will be halfway through FY 17-18, representing a cost of \$52,982 at I step. This is offset with the deletion of 1.0 FTE Account Clerk II with an annual expense of \$50,633 resulting in a net increase cost of \$2,348 for FY 17-18. For FY 18-19 and 19-20 the offset will result in a net increase of \$55,329 (Engineer I step \$105,963 less Account Clerk II I step \$50,634.)

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Water Agency Engineer IV	\$10,971.30 - \$13,334.96	+1	0
Account Clerk II	\$3469.84 - \$4219.46	0	-1

Narrative Explanation of Staffing Impacts (If Required):

If approved this will increase the Water Agency Engineer IV allocations to 7. The deletion of Account Clerk II position will decrease the Water Agency's Account Clerk II allocations to 2. These staffing adjustments are intended to address staff deficiencies.

Attachments:
Resolution
Related Items "On File" with the Clerk of the Board:

SCH:S:\Agenda\misc\11-14-2017 WA Engineer Position in
SMP_summ.docm

CF/15-0-9 Stream Maintenance Program (ID 683)

Date: November 14, 2017

Item Number: _____
 Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Water Agency to Add One Engineer IV Allocation Supporting the Stream Maintenance Program

Whereas, Sonoma County Water Agency (Water Agency) has responsibility for maintenance of approximately 75 miles of engineered flood control channels, and

Whereas, the Field Operations Section has responsibility for implementing the Stream Maintenance Program (SMP), as well as vegetation maintenance, construction, and heavy equipment operation for water supply and wastewater facilities, and

Whereas, the scope and complexity of work in Field Operations has increased due to the SMP and other ongoing projects including aqueduct maintenance, Dry Creek Restoration, Russian River levee, Mirabel Fish Ladder, Norton Slough, Woods Creek, and critical maintenance needs of aging flood control infrastructure, and

Whereas, Water Agency needs to add one full-time equivalent Water Agency Engineer IV position to the Maintenance Division to support the Field Operations Section with these critical projects.

Now, Therefore, Be It Resolved that the Water Agency Allocation List for Maintenance is hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions In Class	Change In Position Allocation	New Total Allocation For Class	Effective Date	Monthly Salary Range
33010100	1032	WATER AGENCY ENGINEER IV	6.00	+1.00	7.00	11/7/17	\$10,971.30 - \$13,334.96
33010100	0402	Account Clerk II	3.00	-1.00	2.00	11/7/17	\$3469.84 - \$4219.46

Directors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 4
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Russian River County Sanitation District

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Russian River County Sanitation District

Staff Name and Phone Number:

Joan Hultberg, 547-1902

Supervisorial District(s):

Fifth

Title: Small Community Wastewater Grant Fund Applications

Recommended Actions:

A) Adopt a Resolution approving the filing of grant applications to State Water Resources Control Board for the Headworks and Lift Stations Project and taking related actions. (The first application will be for a Condition Assessment in the amount of \$465,000.)

B) Adopt a Resolution approving the filing of grant applications to State Water Resources Control Board for the Force Main System Project and taking related actions. (The first application will be for a Condition Assessment in the amount of \$480,000.)

Executive Summary:

Under Proposition 1, the Water Quality, Supply, and Infrastructure Act of 2014, 100% funding is available for eligible applicants to perform planning, design, and construction activities for small community wastewater projects. The Russian River County Sanitation District (District) has been deemed eligible by the State Water Resources Control Board as a small community with a financial hardship.

The District would like to apply to the Small Community Wastewater Grant program for a series of grants to rehabilitate the District's treatment plant and collections system. Each project (Force Main System Project and Headworks and Lift Stations Project) will have three phases: 1) Planning and Assessments, 2) Design and Environmental Documentation, and 3) Construction. Staff is seeking authorization from the District's Board of Directors (Board) to apply for up to six grants from the grant program, in the hopes of obtaining 100% financing for all of the proposed work.

In order to apply for a Clean Water State Revolving Fund Small Community Wastewater Grant, the grant program requires applicants to provide a resolution adopted by the applicant's governing body designating an authorized representative, who will have the authority to sign and submit the application materials, certify compliance with applicable state and federal laws, execute the financial assistance agreement and amendments, and certify disbursement requests.

Discussion:

The District wastewater collection, treatment, and disposal facilities serve approximately 7,300 residents in unincorporated Sonoma County (areas of Rio Nido, Vacation Beach, Guerneville, and Guerneville Park). The District's service area has been identified by the State Water Resources Control Board as a Disadvantaged Community with a median household income under 80% of the State's average, unemployment greater than 10% and more than 20% of the community is below the poverty level.

The District began operations in 1983. The facilities are approaching the end of their useful life, with most being over 35 years old. An interruption of service (e.g., failure) at the headworks or any one of the lift stations could lead to a raw sewage spill, endangering health and safety of the public and environment in surrounding areas. The District has limited funds available due to the small size of its ratepayer base and, as a financially disadvantaged community, ratepayers are unable to absorb significant rate increases that would be required to fund capital improvement projects.

Proposition 1, the Water Quality, Supply, and Infrastructure Act of 2014, made \$260 million available to the Clean Water State Revolving Fund for Small Community Grants. The State Water Resources Control Board will administer these grants under five programs, including one devoted to wastewater infrastructure. In 2015, the District was identified by the Regional Water Quality Control Board as a disadvantaged community. Under the Small Community Grants program guidelines, this makes the District eligible for 100% funding of planning and design projects under the Small Community Grants program. Prop 1 funds for the small community wastewater projects are at approximately \$150 million, and will be distributed on a first come first served basis. These funds provide a rare opportunity for the District to invest significant planning and design resources to perform long range planning and capital improvements at 100% funding.

District staff propose applying to the Small Community Wastewater Grant program for a series of grants to rehabilitate the District's treatment plant and collections system. Each project (Force Main System Project and Headworks and Lift Stations Project) will have three phases. In Phase 1, condition assessments will be performed to identify preferred approaches to refurbish or replace various aspects of the treatment plant and collection system. These studies will prioritize efforts to avoid equipment failures and sewage spills, which endanger the health and safety of the public and environment in surrounding areas. Phase 2 will build upon the work of Phase 1, preparing engineering design specifications and conducting environmental activities. Phase 3 will consist of construction of the projects identified under Phase 1 and Phase 2.

Staff recommends adopting the resolutions authorizing the General Manager to submit applications for all three phases of the projects now to avoid lengthy delays in returning to the Board for separate resolutions for each phase of the projects. The broader resolution language will enable staff to submit applications more quickly, thus improving the District's chances of obtaining full funding for all projects and minimizing the possibility the Prop 1 funds may be exhausted before the District has completed all phases of the projects.

At this time, District staff propose applying for two separate conditions assessment planning grants. The first application will conduct condition assessment studies to identify the preferred approaches to refurbish or replace the treatment plant headworks and the lift stations throughout the collection system.

The second application will conduct condition assessment studies to identify the preferred approaches to refurbish or replace the 9,000 foot force main that passes adjacent to and then under the Russian River enroute to the District’s treatment plant. These studies will prioritize efforts to avoid pipeline failures and sewage spills, which endanger the health and safety of the public and environment in surrounding areas.

Next Steps

If the Board authorizes the submittal of the grant applications and the projects are funded, staff will solicit proposals from qualified firms to perform the condition assessments, following Sonoma County Water Agency competitive selection process policies. Staff will return to this Board to present the resulting professional services agreements for approval and to provide an update on the status of subsequent grant proposals for Phase 2 design work.

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

If awarded, these grants will relieve significant financial burdens on District ratepayers and materially reduce the likelihood of public health and environmental hazards by improving the sanitary infrastructure.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

No fiscal impact with this item.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution R-1 (Lift Stations) Resolution R-2 (Force Main)			
Related Items “On File” with the Clerk of the Board:			

nw\\S:\Agenda\misc\11-14-2017 WA Small Community Wastewater Grant Fund Apps_summ.docm

CF/70-713-16 Among Parties (Grant Application for the Headworks and Lift Station Project - Russian River County Sanitation District) FP-00169 (ID 6853)
CF/70-713-16 Among Parties (Grant Application for the Force Main Systems Project - Russian River County Sanitation District) FP-00170 (ID 6854)

Date: November 14, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Russian River County Sanitation District, County Of Sonoma, State Of California,

Whereas, the Russian River County Sanitation District (the “District”) began operations in 1983, and its facilities and systems are approaching the end of their useful life.

Whereas, Proposition 1, the Water Quality, Supply, and Infrastructure Act of 2014, has authorized 100% funding for eligible applicants to perform planning, design and construction activities for small community wastewater projects.

Whereas, on July 13, 2015 the California State Water Resources Control Board found that the District qualifies as a small community with a financial hardship based upon analysis of the State Water Board’s Water Quality Enforcement Policy and the most recent U.S. Census block group data.

Whereas, the District would like to apply for Proposition 1 small community wastewater projects funding to plan, design, and construct improvements to its existing facilities.

Now, Therefore, Be It Resolved that the Board of Directors hereby finds, determines, certifies, and declares as follows:

1. The General Manager of the Sonoma County Water Agency (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the Russian River County Sanitation District (the “District”), a Financial Assistance Applications for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Russian River County Sanitation District Headworks and Lift Stations Project (the “Project”).
2. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

3. The Authorized Representative, or his/her designee, is designated to represent the District in carrying out the District's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the District and compliance with applicable state and federal laws.

Directors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Russian River County Sanitation District held on November 7, 2017.

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)

Date: November 14, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Russian River County Sanitation District, County Of Sonoma, State Of California,

Whereas, the Russian River County Sanitation District (the “District”) began operations in 1983, and its facilities and systems are approaching the end of their useful life.

Whereas, Proposition 1, the Water Quality, Supply, and Infrastructure Act of 2014, has authorized 100% funding for eligible applicants to perform planning, design and construction activities for small community wastewater projects.

Whereas, on July 13, 2015 the California State Water Resources Control Board found that the District qualifies as a small community with a financial hardship based upon analysis of the State Water Board’s Water Quality Enforcement Policy and the most recent U.S. Census block group data.

Whereas, the District would like to apply for Proposition 1 small community wastewater projects funding to plan, design, and construct improvements to its existing facilities.

Now, Therefore, Be It Resolved that the Board of Directors hereby finds, determines, certifies, and declares as follows:

1. The General Manager of the Sonoma County Water Agency (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the Russian River County Sanitation District (the “District”), a Financial Assistance Applications for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Russian River County Sanitation District Force Main System Project (the “Project”).
2. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

3. The Authorized Representative, or his/her designee, is designated to represent the District in carrying out the District's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the District and compliance with applicable state and federal laws.

Directors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Russian River County Sanitation District held on November 7, 2017.

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 5
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Disbursement of Fiscal Year 17/18 First District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entity for advertising and promotions activities for FY 17/18: Sonoma Community Center, \$2,000.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The First District has reviewed the applications and wishes to recommend the following FY 17/18 advertising grant award:

- 1.) Sonoma Community Center for advertising and promotion of SCC Trashion Fashion Week and the 8th Annual Trashion Fashion Runway Show benefitting the SCC’s programs and classes; grant award of \$2,000.

Discussion:

The Sonoma County Advertising Program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and promoting events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program also provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Advertising Program Policy is divided into different categories. Category E is “Local Events, Organizations and Economic Development.” The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of \$250,000 divided equally among all districts. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of this award by the Board of Supervisors and execution of the Advertising grant agreement contract by the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the County Administrator’s Office of advertising and promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

- 8/22/17: Approved funding for \$15,000 in Category E Funds from District 1
- 9/12/17: Approved funding for \$1,000 in Category E Funds from District 1
- 9/26/17: Approved funding for \$7,000 in Category E Funds from District 1

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary - FY 17-18			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	2,000		
Additional Appropriation Requested			
Total Expenditures	2,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	2,000		
Use of Fund Balance			
Contingencies			
Total Sources	2,000		
Narrative Explanation of Fiscal Impacts:			
Funds are included in the FY 17/18 budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
FY 17/18 Advertising Program Grant Award Agreement			



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 6
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Sheryl Bratton

Supervisorial District(s):

All

Title: Board of Supervisors Rules of Procedure

Recommended Actions:

Adopt the 2017 Board of Supervisors Rules of Procedure

Executive Summary:

The Institute for Local Government recommends local governments establish a set of rules and procedures for facilitating the decision-making process in a smooth and fair manner. The Board of Supervisors adopted Sonoma County's Rules of Procedure (Rules) in 2012, and has made minor revisions on three occasions (2014, 2016 and 2017) to capture changes in law and organizational practice. The purpose of Sonoma County's Rules is to foster understanding and respect for the democratic process, facilitate compliance with applicable laws, encourage public participation, provide guidance on decorum, and enhance effective and efficient management of Board meetings.

This item will make a minor change to rule 47 regarding public comment and time limits, in order to clarify this meeting procedure for members of the public.

Discussion:

Members of the public have the right to address the Board on any item within the subject matter jurisdiction of the Board (Government Code §54954.3). The Sonoma County Rules of Procedure currently state that time limitations are at the discretion of the Chair, and may be reduced or extended.

This proposed action will clarify that a member of the public requesting to address the Board on an agenda item will be allowed up to a total of three (3) minutes on any particular agenda item and up to a cumulative total of six (6) minutes per meeting, including general public comment to address the Board on items not on the agenda. Items noticed as public hearings will not be subject to the cumulative time limit. The Chair may impose reasonable time limitations on members of the public requesting to address the Board on any noticed public hearing agenda item. Time limitations will continue to be at the discretion of the Chair, and may be reduced or extended to reflect the circumstances at a particular meeting, including the length of the agenda and the number of speakers wishing to address the Board on any given item.

Prior Board Actions:			
2012: Rules of Procedure adopted			
2014: Rules of Procedure amended			
2016: Rules of Procedure amended			
2017: Rules of Procedure amended			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There is no fiscal impact.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Rules of Procedure and Governance Appendix
Related Items "On File" with the Clerk of the Board:

Sonoma
County
Board of
Supervisors

Board Rules of Procedures



4/25/2017

RULES OF PROCEDURE

OF THE BOARD OF SUPERVISORS SONOMA COUNTY, CALIFORNIA

PURPOSE

The Institute for Local Government recommends local governments establish a set of rules and procedures for facilitating the decision-making process in a smooth and fair manner. The purpose of these Rules of Procedures (“Rules”) is to foster understanding and respect for the democratic process, facilitate compliance with applicable laws, encourage public participation, provide guidance on decorum, and enhance effective and efficient management of Board meetings.

GENERAL

Rule 1. Applicability of Rules

These Rules are adopted pursuant to Government Code §25003. The Rules shall apply to the Board of Supervisors of the County of Sonoma whether sitting as the Board of Supervisors of the County or as the governing board of any other district, commission, authority or board.

These Rules are intended to expedite the transaction of business of the Board in an orderly fashion, and are deemed to be procedural only. The failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law. Except as otherwise provide by law, these Rules, or any one of them, may be suspended by a majority of the Board. These Rules supersede and replace all rules of procedure previously adopted by the Board.

Rule 2. Definitions

In interpreting these Rules:

“Board” refers to the Board of Supervisors of Sonoma County, whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority or board

“Board member” refers to a member of the Board

“Chair” and “Vice Chair” refers to the Board members elected to those respective offices

“Clerk” refers to the Clerk of the Board of Sonoma County

“County Administrator” refers to the County Administrative Officer of Sonoma County

MEETINGS

Rule 3. Regular Meetings and Annual Calendar

Regular meetings generally shall be held on each Tuesday of every month except the Board shall generally not meet on any fifth Tuesday of a calendar month, or on any Tuesday following a Monday holiday. In addition, any meeting may be cancelled upon the order of the Chair, or by a majority of the members of the Board.

Regular meetings shall commence at 8:30 a.m. and shall be held at the Board of Supervisors Chambers at 575 Administration Drive, Suite 102A, Santa Rosa, California, unless the time, date and location are changed by a majority vote of the Board, and so noticed. Business shall normally be conducted between 8:30 a.m. and 5:00 p.m., but may continue past 5:00 p.m., without objection from the Board members present.

An annual calendar of meetings shall be adopted by the Board at their first meeting in January. The calendar will include all known regular meetings.

Rule 4. Special Meetings, Budget Hearings, Workshops and Planning Meetings

Special meetings may be called at any time by the Chair, or by a majority of the members. Upon the call of a special meeting, the Clerk will prepare and distribute, at least 24 hours before the time of the special meeting, written notice to each member and to a local newspaper of general circulation. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings (Government Code §54956).

Budget Hearings, Workshops, Study Sessions and Planning Meetings may be called by the Chair or by a majority of the Board at times and locations in accordance with the law and specified notice provisions.

Rule 5. Emergency Meetings

Emergency meetings may be called by the Chair or by a majority of the Board, in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, or response to natural or other disaster. Upon the call of an emergency meeting, the Clerk shall give notice of the meeting, and comply with posting requirements (Government Code §54956.5).

Rule 6. Closed Sessions

Closed sessions of the Board can be called by the Chair or by a majority of the Board, for those purposes allowed by law (Government Code §54956.7).

Prior to holding any closed session, the Chair shall announce the session in an open meeting, and shall provide an opportunity for public comment on items on the closed session agenda. During the closed session the Board may consider only those items on the agenda. At the conclusion of the closed session the Board shall report, in an open meeting, as required by law, action taken (Government Code §54957.1).

ELECTIONS, POWERS, AND DUTIES OF THE CHAIR, VICE-CHAIR, AND CHAIR PRO-TEMPORE

Rule 7. Annual Selection of Chair and Vice Chair

At its first regular meeting, after January 1 of each year, the Board shall nominate and elect from its membership a Chair, Vice Chair, and a Chair Pro-Tempore. The Chair shall call the meeting to order and the first order of business shall be the election of officers for the ensuing calendar year. The Chair, Vice Chair, and Chair Pro-Tempore shall serve until the election of their successors.

Rule 8. Powers of Chair, Vice-Chair, and Chair Pro-Tempore

The Chair shall serve as presiding officer of the Board, rule on questions of procedure, appoint members to committees and special assignments, and execute official Board records and documents presented by the County Administrator/Clerk. In the absence or unavailability of the Chair, the Vice-Chair shall call the meeting to order and serve as presiding officer. The Vice-Chair shall have and exercise all powers and duties of the Chair for meetings over which he or she is called to preside, including executing official board records and documents, and at ceremonial and official functions, which the Chair cannot attend.

If both the Chair and the Vice-Chair are absent or unable to participate, the Chair Pro-Tempore shall call the meeting to order, serve as the presiding officer, and shall have and exercise all power and duties of the Chair for the meeting over which he or she is called to preside and at ceremonial and official functions, which the Chair or Vice Chair cannot attend.

AGENDAS AND AGENDA MATERIALS

Rule 9. Meeting Agenda

At least 72 hours before a regular meeting, the Clerk shall post an agenda. The agenda shall consist of a brief

statement of each item to be considered by the Board (Government Code §54950). The agenda shall indicate the time and location of the meeting and shall be posted as required by law.

Rule 10. Addendums/Supplemental Agenda Items

The Clerk shall prepare, post, and distribute all addendums/supplemental agendas when there has been an item added, continued, deleted, and/or modified since the distribution of the initial meeting agenda.

Rule 11. Use of Clerk of the Board Required Agenda Form

All Departments/Agencies shall use agenda forms, as prescribed by the Clerk, when submitting items to be placed on the Board's agenda for consideration. The Clerk shall make prescribed forms available. Without amendment to these Rules, the County Administrator may change agenda forms.

Rule 12. Department/Agency Agenda Responsibilities

When submitting an item for consideration by the Board, it is the responsibility of the originating Department /Agency to provide all required information, and to meet all timelines established by the County Administrator and Clerk. Originating Departments/Agencies shall submit sufficient copies to meet the distribution and processing requirements of the Clerk.

Rule 13. Review and Filing of Agenda Items

All agenda items, regardless of the official capacity in which the Board is acting, require review by the County Administrator's Office prior to submission to the Clerk for placement on the agenda. Agenda items are to be submitted to the County Administrator's Office complete, with all back-up materials, and in accordance with all requirements and instructions as established by the County Administrator.

The County Administrator may ask for additional information, clarification, and may determine not to place any item on the agenda. Without amendment to these Rules, agenda submittal instructions may be amended or additional requirements imposed to ensure appropriate review and Brown Act compliance.

Rule 14. Supplemental Correspondence and Information Prior to Board Meeting and During the Board Meeting

After Initial Agenda Distribution and Prior to the Meeting Rule - Agenda materials distributed, via mail, email, or hand delivered by the public to a majority of the Board or their staff, that is distributed or redistributed to another County employee, must be forwarded to the Clerk for public review.

At the Meeting Rule - Documents, including PowerPoint handouts, distributed to Board members by County employees or Board members themselves at the meeting, shall be kept to a minimum. When necessary to distribute materials at the meeting, 20 copies shall be provided to the Clerk for distribution to: Board members, County Administrator, County Counsel, and the Clerk, with remaining copies available for distribution to the general public. If large numbers of the public are anticipated to attend the Board Meeting on a matter and new information will be distributed to the Board members, then the number of copies should be increased to anticipate the number needed for the public.

Any supplemental correspondence or written information related to an agenda item which is provided to three or more Board members, and/or members of their staffs, shall be concurrently filed with the Clerk and made a part of the official record. This Rule shall not apply to attorney-client privileged communications.

Sufficient copies of supplemental correspondence and information should be delivered to the Clerk and the Clerk shall make the appropriate distribution to the Board, CAO and County Counsel.

Rule 15. County Counsel Approval as to Form

All agenda items which require County Counsel's approval shall be reviewed and approved, prior to submittal to

the County Administrator Office. County Counsel shall provide instructions to departments and agencies on what items require such approval.

CONDUCT OF BUSINESS

Rule 16. Order of Business

The Order of Business for Regular meetings is attached to these Rules as Appendix A. The Board shall conduct business in the order specified in the posted agenda or as modified as determined necessary by the Chair. The Board may permanently modify or amend the Agenda Order by majority vote.

Rule 17. Board Member; Notification of Absence

If any Board member is unable to attend a meeting of the Board, all reasonable efforts shall be made to notify the Chair, County Administrator, and the Clerk, in writing and as soon as possible to ensure there are sufficient members present to consider all agenda items.

Rule 18. Quorum and Action

Three members of the Board shall constitute a quorum sufficient to transact business. In the absence of a quorum, the remaining members or the Clerk may adjourn the meeting to another date and time in accordance with Government Code §54944 and shall post a Notice of Adjournment.

Rule 19. Matters Not on the Agenda/Emergency Items

No action shall be taken on any item not appearing on the posted agenda except: Upon a majority vote of the Board that an emergency situation exists as defined in Government Code §54956.5; Upon a determination by a four-fifths (4/5) vote of the Board, or if less than four-fifths (4/5) of the members are present, a unanimous vote of those members present, that 1) there is a need to take immediate action, and 2) the issue arose subsequent to the agenda being posted.

Any requests to hear a matter not on the agenda or emergency item shall be communicated to the Chair, County Administrator, County Counsel and Clerk as soon as the need becomes known.

Rule 20. Consent/Regular Calendar Items

Agenda items on the Consent Calendar are routine in nature, consistent with adopted Board policy, and do not require individual consideration. The Consent Calendar will be enacted by one motion for approval of the recommended actions. There will be no separate discussion of these items prior to the time the Board votes on the motion unless any member of the Board requests removal of a specific item from the Consent Calendar for separate discussion and action. Any Board member may ask the Clerk to record a “no” or “abstention” vote on any Consent Calendar item.

Agenda items on the Regular Calendar require separate discussion and/or action and may include, but are not limited to changes in policy, items that require the Board to consider options and provide direction, requests for new or unbudgeted positions, introductions or adoption of a proposed Ordinance, Public Hearings, and other matters as required by law.

Rule 21. Public Hearings

Upon receipt of a request by a Department/Agency or Board member for a public hearing, the County Administrator or Clerk may set the hearing without action of the Board unless the Board is required by law to schedule the hearing. In that event, the matter shall be placed on the Consent Calendar to set the hearing. Subject to the Chair’s right to maintain order, any person wishing to speak at a public hearing shall be heard. Except for closing comments allowed an applicant and the appellant in the case of an appeal, each speaker shall speak only once.

Each speaker's presentation at a public hearing shall be relevant and to the point, and shall be as brief as possible; visual and other materials may be used as appropriate. The Chair may establish a time limit for presentations. When speakers use or submit to the Board visual or other materials, such materials shall become part of the file and identified and maintained as such. When CDs, DVDs, thumb drives, USB memory sticks, or other portable electronic media (e-media) are submitted to the Board, at least one hard-copy of the information stored on the e-media must be provided to the Clerk. Speakers with lengthy presentations are encouraged to submit them in writing.

The closing of a quasi-adjudicatory public hearing signifies the point after which the Board will no longer accept or consider any additional communication on the matter that was the subject of the hearing. As used in this Rule, "communication" includes oral communication; written communication such as documents, letters, and photographs; and any type of electronic communication, including e-mails, e-mail attachments, graphic images, spread sheets, text messages, and social media messages.

Should the Board close a public hearing and continue its deliberations to a subsequent meeting, or announce a tentative decision, by motion or other proceedings, and defer its action on a final decision to a subsequent meeting to allow preparation of appropriate findings and/or conditions of approval, any written or electronic communication received by a Board member or the Clerk after the close of the hearing on the matter that was the subject of the hearing shall be placed in a separate file kept by the Clerk and labeled to indicate it was received after the close of the hearing. Late written and electronic communication shall not be given to Board members, nor should Board members retain copies.

Should County staff determine that communication received after the close of a quasi-adjudicatory public hearing should be considered by the Board prior to its rendering a final decision on the matter that was the subject of the hearing, County staff shall recommend to the Board that the hearing be reopened. If the Board concurs, the Board shall reopen the hearing, following appropriate notice, for the limited purpose of receiving testimony and evidence on the new information.

PROCEDURE AND VOTING

Rule 22. Quasi-Adjudicatory Hearings

In addition to the procedures in Rule 21, the following requirements apply to quasi-adjudicatory hearings. Board members shall maintain their impartiality and avoid reaching a final decision in quasi-adjudicatory matters prior to the close of the public hearing. Board members may, however, express tentative opinions and concerns prior to their final decision, as this facilitates robust exploration and discussion of issues with which the Board is concerned. Consistent with the duty of impartiality and the conduct of a fair hearing, Board members are encouraged to explain to those seeking commitment on a vote or project that they cannot make a decision until they have considered all the information presented at the hearing.

Board members shall base their decisions solely on the public record and the information received at the public hearing. Board members may meet with interested parties and go on site visits prior to the public hearing. Where such contacts or site visits occur, the chair shall have Board members disclose these contacts or site visits, and any material facts learned from the contacts or site visits that are not in the staff report or public record, prior to the opening of the public hearing. This is to ensure all interested parties have an opportunity in the course of the public hearing to respond to any non-public and specific factual information that may have been learned by Board members prior to the hearing.

The Chair has authority to structure quasi-adjudicatory proceedings to fairly address any situation where new and unanticipated issues of importance arise in the hearing.

Notwithstanding Rule 14, all written communications from interested parties with members of the Board regarding

quasi-adjudicatory matters shall be submitted to the Clerk for public review.

Rule 23. Order and Decorum

The Chair shall preserve order and decorum and shall decide all questions of order and procedure subject to an appeal to the Board. The nature of any appeal shall be briefly stated and the Chair shall have the right to state the reason for his or her decision

A Board member wishing to speak shall refrain until he or she has been recognized by the Chair. While a member is speaking, member shall be respectful and shall not engage in or entertain private discussions. Consistent with the purpose of the Rules, members are encouraged to use a formal style, including appropriate titles, in addressing the public, staff and each other. All members shall refrain from the use of profanity, emotional outbursts, personal attacks or any speech or conduct which tends to bring the organization into disrepute.

Rule 24. Commitment to Civility

To assure civility in its public meetings, staff and the public are also encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. To achieve compliance with these Rules, Members, staff, and the public are encouraged to:

- Create an atmosphere of respect and civility where elected officials, County staff, and the public are free to express their ideas;
- Establish and maintain a cordial and respectful atmosphere during discussions;
- Foster meaningful dialogue free of personal attacks;
- Listen with an open mind to all information, including dissenting points of view, regarding issues presented to the Board; and
- Recognize it is sometimes difficult to speak at Board meetings, and out of respect for each person's feelings, allow them to have their say without comment, including booing, whistling or clapping;
- Adhere to speaking time limit.

Rule 25. Use of Electronic Devices and Documents

The use of electronic documents, via iPads or other electronic means, is encouraged as a means of reducing the production and distribution of paper documents, and thereby decreasing costs.

Any member of the public may view the same electronic documents on line at (http://supervisors.sonoma-county.org/meeting_archive.aspx?sid=1001&id=1002), or may view the documents in paper form in the Clerk of the Board's Office.

The Board shall refrain from emailing, texting, using social media, or otherwise engaging in electronic communications in the Board Chambers on matters that are listed on the Board agenda.

Rule 26. Motions – General

Any motion for action shall require a second before being acknowledged by the Chair. The Clerk shall enter into the minutes the motion and the names of the moving and seconding members. After a motion is stated by the Chair, it shall be open for debate but may be withdrawn by the maker at any time before a decision is made or an amendment adopted. A motion may be amended with the consent of the moving and seconding members at any time before a decision is made or an amendment adopted unless another motion is pending. The Clerk shall enter into the minutes the vote of each member on each motion.

Rule 27. Voting

It shall take at least three affirmative votes of the Board to pass any motion (Govt. Code §25005), except where supermajority four-fifths (4/5) votes or unanimous votes are required by law. Appendix B contains a list of common items that require a four-fifths (4/5) vote. Appendix B may be up-dated without amending these Rules. An abstention shall count as neither an “aye” nor a “no” vote.

A supervisor who is absent from all or a part of: (1) a public hearing, (2) an item that requires findings, or (3) an item that is quasi-judicial in nature, may subsequently vote on the matter if the supervisor has reviewed all evidence received during his/her absence, listened to the Clerk's recording or read a true and complete transcript of the proceedings, and so states on the record.

Rule 28. Roll Call Votes

Roll call votes shall be taken to act on any agenda items when there is not a unanimous action. A record of the roll call vote shall be included in the minutes by the Clerk of the Board.

Each roll call vote shall be made in an order determined by the Clerk or directed by the Chair but generally shall first include: the maker of the motion; the member who seconded the motion; the balance of the members present, with the Chair called last, unless the Chair made, or seconded, the motion.

Rule 29. Conflicts of Interest

Any member with a disqualifying conflict of interest must, in compliance with the Political Reform Act:

- Publically state the nature of the conflict in sufficient detail to be understood by the public;
- Recuse himself/herself from discussing and voting on item; and
- Leave the room until after the discussion, vote, and other disposition of the matter is concluded, unless the matter has been placed on the Consent Calendar.

The member may be allowed to address the Board as a member of the public. Disclosure of a conflict shall be noted in the official Board minutes. The member must also comply with all other applicable conflicts of interest laws.

Members may not have a financial interest in a contract approved or considered by the Board. In these cases disclosure and recusal does not remove the conflict and such a contract is considered void (Government Code §1090). The member is encouraged to discuss possible conflicts with County Counsel prior to the meeting.

Rule 30. Motion to Rescind

A motion to rescind any action or motion shall require four-fifths (4/5) vote unless notice has been given at the previous meeting, either verbally or in writing. If notice has been given, the motion requires only a majority vote of all the members of the Board. A motion to rescind is not in order if action has been taken which cannot be changed.

Rule 31. Motion to Reconsider

Any Board member who votes in the majority on a question, as well as any Board member who was absent, is eligible to make a motion to reconsider. A motion to reconsider shall be in order during the meeting at which the action to be reconsidered took place provided members of the public in attendance during the original action are still present in the Board chamber. In all other cases, motions for reconsideration must be placed on a future agenda for action.

A motion to reconsider shall require a majority vote. A motion to reconsider, if lost, shall not be renewed nor shall any subject be reconsidered a second time within twelve (12) months except by a four-fifths (4/5) vote of the Board. A motion to reconsider is not in order if action has been taken which cannot be changed.

Rule 32. Substitute Motion

A substitute motion is an amendment where an entire resolution or section, or one or more paragraphs is struck out and another is inserted in its place. The motion to substitute, if adopted by majority vote, does away entirely with the original motion. The vote shall then be taken on the motion that was substituted. A substitute motion is appropriate if amendments become involved or a paragraph requires considerable changes. A substitute motion may not be made when an amendment is pending.

Rule 33. Ordinances

It is the intent of the Board of Supervisors to provide meaningful time for public review of ordinances prior to the Board's consideration of the ordinances. For non-routine ordinances, this review period may be several weeks in length. The County Administrator will, in consultation with the Chair, County Counsel, and Department Heads, set this review period greater than that legally required based on the significance and potential impact of the proposed ordinance.

Ordinances (other than zoning ordinances) are introduced at one meeting (first reading), then generally placed on the agenda for adoption at a subsequent meeting.

The first reading will become the primary meeting at which: (1) the title of the ordinance will be read; (2) the Board will typically consider a motion to waive the reading of the text of the ordinance and to introduce the ordinance by title only; (3) members of the public shall have an opportunity to address the ordinance; (4) the ordinance shall be introduced by a motion and majority vote of the Board.

At the second reading: (1) the ordinance may be placed on the Consent Calendar for adoption; (2) if pulled from the Consent Calendar for separate action, the title of the ordinance may be read; (3) a motion to adopt the ordinance may be made; (4) a majority vote by roll call will adopt the ordinance.

Pursuant to Government Code §25123, ordinances shall generally become effective 30 days from the date of final passage.

Zoning ordinances are publicly noticed and may be adopted by majority roll call at one hearing. Other ordinance hearing procedures may be used as required by law.

Rule 34. Planning Matters – Request for Continuance

Any Board member may, at his or her sole discretion, continue a planning matter within his/her District from one agenda to another regular meeting of the Board.

Rule 35. Planning Matters – Original Jurisdiction

Any member may request the Board to exercise original jurisdiction over a use permit or other planning application, as authorized under the County Code, except in cases where state law requires a recommendation of the Planning Commission prior to action by the Board on the matter. A request to exercise original jurisdiction shall be filed in writing with the Clerk, or made orally at a Board meeting, prior to any decision by a lower level decision maker approving or denying the subject application. A request to exercise original jurisdiction need not state the reasons for the request but shall be brought as a noticed agenda item to the full Board for majority approval.

DUTIES OF COUNTY STAFF DURING BOARD MEETINGS

Rule 36. County Administrator

The County Administrator shall be present during Board meetings and shall provide such information as necessary to assist the Board members in their deliberation and decision making. The County Administrator may delegate this responsibility to the Assistant County Administrator or to a Deputy County Administrator.

Rule 37. County Counsel

County Counsel shall be present during Board meetings, and shall serve as advisor to the Board on appropriate rules to comply with legal requirements. All questions of law shall be referred to County Counsel for his or her opinion. County Counsel may delegate this responsibility to the Assistant County Counsel or a Deputy County

Counsel.

Rule 38. Clerk of the Board

The Clerk or Deputy Clerk shall be present during all meetings for the purpose of taking and maintaining the minutes of the meeting; presenting and receiving correspondence, records, documents, claims, reports, or petitions; preserving all records; marking or attesting all resolutions and ordinances; imparting information on Board documents of public record; and otherwise fulfilling all duties imposed by law or required by the Board.

The Clerk shall record all regular meetings of the Board by audio or visual means or both. Regular meetings may also be broadcast or webcast.

Rule 39. Sheriff

The Sheriff, or a representative of the Sheriff's Office, shall at the discretion of the Chair or a majority of Board members, be in attendance at meetings of the Board, for the purpose of maintaining order and upholding the law.

Rule 40. Department and Agency Directors

Department and Agency Directors, or a designee, having any matter on the agenda for consideration by the Board, whether consent or regular, shall be available for the purpose of providing information to the Board and shall also attend any Board meeting when requested to do so by a Board member or the County Administrator.

COMMITTEES

Rule 41. Board Committees/Assignments and Reporting Requirements

The Clerk shall maintain a list of Board Committees and Assignments. Annually, the incoming Chair shall review the list of Committees and Assignments and shall determine which members to appoint for the upcoming year. The list of appointments shall be adopted by the Board at their first meeting in January.

All members who are assigned to special projects, committees, and separate boards or commissions shall provide regular reports to the full Board regarding their activity in connection with the special projects, committees, and separate boards or commissions. (Government Code §53234, et. seq.).

Committee members shall call board committee meetings as needed provided they are held in conformance with the law. The County Administrator's Office and County Counsel shall serve as support staff to all Board committees. Other department heads and/or staff may also support as requested by the committee.

Rule 42. Standing Committees

Standing committees are those which have continuing jurisdiction over a particular subject matter or whose meeting schedule is fixed by resolution or action of the Board. Even if comprised of less than a quorum of the Board, a standing committee is subject to the Brown Act.

The Chair shall appoint members to each standing committee. Generally, appointments shall occur at the Board's first regular meeting in January. All standing committees shall be appointed for the calendar year, and the members shall continue as committee members until their successors have been appointed.

Rule 43. Ad-Hoc Committees

Ad-Hoc committees are not subject to the Brown Act. They may be formed by the Chair or Board action, shall be solely composed of members of the board, consist of less than a quorum of the board, address a limited or single issue, for a limited time, and be dissolved once the specific task assigned is completed.

Ad-Hoc Committees are encouraged to conclude their business at the end of each calendar year. The Clerk will maintain a current index of Ad-Hoc Committees and their purpose.

Rule 44. Board Assignments to Functional Groups of County Departments

The Chair shall designate a functional grouping of County Departments and related Agencies to each member of the Board for the calendar year.

The purpose of establishing functional group assignments emphasizes a structure that meets the following goals:

- To develop and maintain communications with County departments and related agencies;
- To encourage the discussion of goals and objectives and common problems between departments performing related functions and activities;
- To permit members of the Board to develop knowledge and understanding of the activities of County departments and related agencies; and
- To establish a relationship between members of the Board, the County Administrator's Office, and County departments and related agencies which will result in members of the Board concentrating on policy matters not administrative and management matters which are the responsibility of the County Administrator and Department Heads.

The method of assignment of members of the Board is not intended to delegate any Board authority to a Committee or Board member. Departmental liaisons will not request or direct work of their assigned departments/agencies outside of the Board Referral process (Rule 45). One member of the Board of Supervisors shall be assigned to each group of functionally related County departments and agencies. The County Administrator shall assign a staff member to each functional group who shall serve as the County Administrator's representative of said departments.

The Board designates the following functional grouping of County departments and related agencies for the purpose of establishing assignments of members of the Board of Supervisors.

GENERAL ADMINISTRATIVE SERVICES

Board of Supervisors
Clerk/Recorder/Assessor
County Counsel
County Administrator
Fairgrounds
General Services
Human Resources
Information Systems

FISCAL SERVICES/CONSUMER PROTECTION SERVICES

Department of Agriculture
UC Cooperative Extension
Auditor-Controller-Treasurer-Tax Collector

DEVELOPMENT SERVICES

Ag Preservation and Open Space District
Community Development Commission
Fire and Emergency Services
Economic Development Board
Permit & Resource Management
Water Agency/Sanitation
Regional Parks
Transportation and Public Works

CRIMINAL JUSTICE SYSTEM SERVICES

Public Defender

District Attorney

Probation & Juvenile Halls

Sheriff's Office

HEALTH AND HUMAN SERVICES

Child Support Services

Health Services

Human Services

Home Supportive Services

OTHER

Rule 45. Board Member Referrals to Staff

Board member referrals that are anticipated to involve significant staff time (generally 8 hours or more) or other resource commitment and/or are a departure from established county or departmental policy require Board approval prior to starting work. Board approval shall be obtained through any action of the Board that reflects the majority support of the Board, including ordinance, resolution, or minute order. Minute Orders should be used for less important actions, reflecting direction discussed during a meeting of the Board, which is then summarized and adopted within the minutes of the meeting prepared by the Clerk of the Board.

The County Administrator will place an informational item on the agenda for the referral, to include what existing projects and resources will be impacted by the new referral, and what resources are needed to carry out the new referral. Based on this information, the Board may adjust the scope of the referral, adjust relative time priority of existing efforts, or discontinue work on an existing referral or other project to create available resources for the new referral. An Ad Hoc Committee can also make a referral for staff work, in consultation with the CAO but without requiring a majority Board vote.

This policy shall not prevent an individual Board member from requesting verbal or written information that may require minor staff time, or pulling information that is contained in existing Departmental reports. The staff time threshold is not intended to preclude a group meeting or discussion where a cumulative time from all attendees surpasses the 8 hour threshold. A request for information to support Board members in responding to constituent questions is not considered a referral for staff work. These requests should be directed to the CAO or to relevant Department/Agency Heads with a copy to the CAO.

Rule 46. Action Summaries and Recordings of Meetings

The Clerk shall prepare and distribute Action Summaries ("minutes") of Board meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda plus all motions, resolutions and ordinance numbers related thereto, all votes recorded thereon, and the final action taken by the Board. The minutes shall be made available internally and to the public and shall be placed on the Internet.

The Clerk shall maintain the official audio record of each Board meeting for a period of 3 years and will make these tapes available for listening by the public at no charge. The Clerk shall also maintain the official audio/video record of any meeting broadcasted. These audio/video records will also be made available to the public for viewing at no cost and will be maintained for a period of 3 years.

PARTICIPATION OF THE PUBLIC

Rule 47. Public Comment / Time Limits

Members of the public have the right to address the Board on any item within the subject matter jurisdiction of the Board (Government Code §54954.3). Members of the public shall direct their comments to the Chair who may, at

his or her discretion, request a response from staff. Time limitations are at the discretion of the Chair, and may be reduced or extended.

Public comments on items on the agenda will be called prior to the Board taking action on the item.

Under the Public Comments portion of the meeting, members of the public will be allowed to address the Board regarding any item not on the agenda. Under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen. No action may be taken on items not on the agenda unless authorized by law.

A member of the public requesting to address the Board on an agenda item will be allowed up to a total of three (3) minutes on any particular agenda item. A member of the public requesting to address the Board on multiple items on the agenda will be allowed up to a cumulative total of six (6) minutes per meeting, including comments to address the Board on items on the agenda and general public comment to address the Board on items not on the agenda. The cumulative time limitation for public comment will not apply to items noticed as public hearings, but the Chair may impose reasonable time limitations on members of the public requesting to address the Board on any public hearing agenda item.

All time limitations on public comment authorized by this Rule 47 will be at the discretion of the Chair and may be reduced or extended to reflect the circumstances at a particular meeting, including, but not limited to, the length of the agenda and the number of speakers wishing to address the Board on any given item.

Rule 48. Orderly Conduct

The Chair may determine when orderly conduct of a meeting is not feasible owing to disruptive behavior by persons in attendance. The Chair may request that person(s) disrupting the meeting leave the chambers/meeting room. If order cannot be restored, the Chair may order the chambers/meeting room cleared and continue in session. Members of the news media, except those participating in the disturbance, shall be allowed to remain. The Chair may re-admit any person(s) provided their re-admission will not disrupt the continued orderly conduct of business. The Chair may also call a recess and reconvene when order has been restored.

Rule 49. Security and Prohibition of Banners/Signs or other Hazardous Objects

The Board has the power to implement security measures in the chambers/meeting room. Signs, posters, banners or other hazardous objects which could impair the safety of individuals in the event of an emergency are prohibited in the chambers/meeting room. Any large object/container that may be deemed a hazardous object which could impair the safety of individuals in the event of an emergency may be prohibited in the chambers/meeting room.

Appendix A. Order of Agenda

Generally, business at Regular meetings shall be transacted in the following order. As determined necessary by the Chair, business on a particular day may be reordered. The Board may permanently modify or amend the Agenda Order by majority vote.

- I. 8:30 A.M. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. APPROVAL OF THE AGENDA**
(Items may be added or withdrawn from the agenda consistent with State law)
- IV. CONSENT CALENDAR**
- V. REGULAR CALENDAR**
- VI. 11:30 A.M. - PUBLIC COMMENT ON CLOSED SESSION ITEMS**
- VII. CLOSED SESSION CALENDAR**
- VIII. RECONVENE FROM CLOSED SESSION**
- IX. REPORT ON CLOSED SESSION**
- X. 1:30 P.M - BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS**
- XI. GOLD PRESENTATIONS** *(All other Gold Resolutions presented at other locations will be approved as part of the Consent Calendar)*
- XII. 2:00 P.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA, BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD**
- XIII. 2:30 P.M. - REGULAR AFTERNOON CALENDAR**
- XIV. ADJOURNMENTS – Meeting Adjourned in the Memory of (Moment of Silence and Reading of Names, City)**

Quarterly: Special Board Meeting – Closed Session on Personnel Matters

NOTE: The next regular meeting will be held on March 8, 2016.

Upcoming Hearings (All dates are tentative until each agenda is finalized.)

XIII. APPENDIX B. 4/5ths and Unanimous Vote Requirements

Subject	Vote	Code	Description
Off Agenda Action	Unanimous	Gov Code §54954.2(b)(2)	To consider an item not on the Agenda, the Board must make findings that the need to take action arose after the Agenda was posted. The vote requires at least four votes of the Board if two-thirds of the members are present. If less than two-thirds are present, it requires a unanimous vote.
Airport	4/5	Gov Code §26021	Property acquisition for airport purchases by purchase, condemnation or lease; resolution for County aid.
Airport	4/5	Gov Code §26026	Contribute money to the United States for the acquisition or improvement by the United States or any of its authorized agencies of airports in the county.
Bonds		Gov. Code §§26880, 26885, 26946, 29917, 53595.20, 53345.8; Sts. & Hwys Code §§9132, 5227, 10355, 9534.5; Ed. Code §15145; Pub. Util. Code §§99100, 99102, 99118, 99119	There are many special voting requirements and other processes required for bonds. Please check with counsel.
Bridges	4/5	Pub. Contract §20405(c)	Modify the plans, specifications and working details of bridge construction contracts.
Budget	4/5	Gov Code §29088	Changes to proposed budget after budget hearing but prior to final budget
Budget	4/5	Gov Code §29125	The following transfers and revisions to the adopted appropriations require a 4/5 vote: (1) between funds; or (2) transfers from appropriation for contingencies.
Budget	4/5	Gov Code §29127	Adopt resolution necessary to appropriate and expend funds necessary to meet specific emergencies.

Budget	4/5	Gov Code §29130	Make available for appropriation any of the following fund balances: a) Restricted, committed, assigned, and unassigned fund balances, excluding the general reserves and nonspendable fund balance; b) Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.
Collections	4/5	Gov Code §26220(a) and (b)	a) Assign for the purpose of collection any or all delinquent bills, claims and accounts, and any or all money judgments taken in the name of the County. b) Assign for the purpose of collection any or all delinquent or unsecured taxes.
Condemnation/Eminent Domain	4/5	Code of Civ. Pro §1245.240	Adopt a resolution of necessity prior to commencing an eminent domain proceeding.
Contracts	4/5	Pub. Contract Code §20128	Modify terms of a construction contract.
Contracts	4/5	Pub. Contract Code § 20135	Alter or change in any manner the plans and specifications previously adopted by the Board for the erection, alteration, construction, or repair of any public building or structure, where such alteration or change increases cost.
Contracts	4/5	Pub. Contract Code §20136	Adopt an order to alter or change a contract that is for the erection, construction, alteration or repair of any public building or other structure.
Contracts	4/5	Pub. Contract Code § 20137	Contracts for the erection, construction, alteration, or repair of any public building or other structure: the Board may authorize a change if it does not exceed 10% of the original contract price
Contracts	4/5	Pub. Contract Code § 20150.10	Adopt a resolution declaring that a project can be performed more economically by county personnel, or that in the Board's opinion a contract to perform the project can be negotiated with the original bidders at a lower price than that in any of the bids, or the materials or supplies furnished at a lower price in the open market.
Contracts	4/5	Pub. Contract Code § 22038(a)(2)	After rejection of bids, adopt a resolution that declares that a project can be performed more economically by the employees of the agency.
Contracts	4/5	Pub. Contract Code §22050(a)(1)	In the case of an emergency, repair or replace a public facility, take any directly related and immediate action

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			required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. (See also Pub. Contract Code §22035.)
Contracts	4/5	Pub. Contract Code §22050(b)(1)	Adopt a resolution or ordinance that delegates to the appropriate county administrative officer, chief engineer or other nonelected agency officer, the authority to order any action pursuant to the emergency powers described in (a)(1) above.
Contracts	4/5	Pub. Contract Code §3400(c)(4)	Use of specific brand/trade name (without “or equal”) in the invitation of bids or requests for proposals in order to respond to an emergency declared by a local agency by a four-fifths vote.
Counsel	4/5	Gov. Code § 25203	Employ counsel to assist the district attorney, county counsel or other counsel for the county or public entity for which the Board is the governing body.
Flood Control, Maintenance and Sanitation District	4/5	Gov. Code § 23014	Adopt a resolution appropriating any of its available moneys to a revolving fund (not to exceed \$500,000) to be used by any county sanitation district, county flood control district, or county district maintenance district located wholly within the county for certain purposes.
Legislation	4/5	Gov. Code §25123(d); Elec. Code §9141(a)(4)	Adopt ordinances that are for the immediate preservation of the public peace, health or safety, which contain a declaration of the facts constituting the urgency, in which case the ordinance shall take effect immediately.
Parks	Unanimous	Gov. Code §25583	Adopt a resolution of intention to abandon a park or a portion of a park and fix a time when it will meet to take final action.
Parks	4/5	Gov. Code §25553	Find that the enlargement or improvement of the public park, beach, golf course or recreation ground is of general county interest or that the cost of maintenance is increased by reason of use by residents of the county outside of the city, such that the Board may determine to extend aid to city parks.
Planning	4/5	Gov. Code §65858	Adopt as an urgency measure, an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal. Any extension of time on the interim ordinance also requires a 4/5 vote.

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Planning	4/5	Pub. Util. Code §§ 21676, 21676.5	Overrule an airport land use commission's determination.
Property	Unanimous	Gov. Code §25363	Cash sale or lease of any property not required for public use at a noticed public auction (4/5ths vote); sale or lease at an unadvertised, private sale can be authorized by simple majority, but only after the Board unanimously finds that the value of the property does not exceed \$500, monthly rental value is less than \$75 or it is a product of a County farm.
Property	Unanimous	Gov. Code §25550 & §25550.5	Conveyance of county property to city for public park purposes
Property	4/5	Gov. Code §25365(a)	Convey to another governmental agency within the county any real or personal property
Property	4/5	Gov. Code §25365(b)	Exchange real property with any person, firm or corporation for the purpose of removing defects in the title or where the real property is not required for county use and the county to be acquired is required for county use.
Property	4/5	Gov. Code §25515.2(c)	Action to approve any sale, lease, lease with option to purchase, development or contract agreement for public property after a request for proposals.
Property	4/5	Gov. Code §25536(a)	Enter leases, concession or managerial contracts involving leasing or subleasing county-owned, leased or managed property devoted to or held for certain purposes
Property	4/5	Gov. Code §25536(c)	Sell or lease county-owned property without complying with Article 8 "Sale or Lease of Real Property" if the county repurchase or leases back the property as part of the same transaction. Pledge specific revenues as security for the payment of obligations incurred in the repurchase or leaseback of the property.
Property	4/5	Gov. Code §25536.5	Approve an agreement to amend a lease, sublease, concession or managerial contract entered to permit a permanent improvement or alteration of property at the expense of the lessee or concessionaire and to permit a credit on rentals or other reimbursement.
Property	4/5	Gov. Code §25526	Adopt a resolution declaring intent to sell or lease property.
Property	4/5	Gov. Code §53867	Determines that property cannot be sold for a sum at

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			least equal to the total of the amount paid, all accrued penalties and delinquencies, and necessary expenses incurred, the local agency may sell the property or lien for less than such total but not less than the fair market value of the property or lien.
Roads	Unanimous	Sts. & Hwy Code §1026(c)	County aid to road districts: order the expense of material for highway construction to be paid out of the county general fund.
Special Assessment Districts	4/5	Sts. & Hy. Code §§ 2808.5, 2808.6, 2808.7	There are several statutory special vote requirements related to special assessment districts. Please consult with County Counsel.
Special Purpose District	Unanimous	Gov. Code § 26909, subd. (b)	Approve a unanimous request made by the governing board of a special district to replace an annual audit with another specified audit.
Streets and Highway	4/5	Sts. & Hwy. Code §942	Let county equipment used in the maintenance and construction of county roads, when such equipment is not in use upon the roads under the jurisdiction of the board, and may charge for the use thereof a rental, and arrange the basis of compensation, in keeping with the general conditions prevailing in the county in which the transaction is made.
Streets and Highway	4/5	Sts. & Hwy. Code § 969.5	Adopt a resolution that determines that the general county interest demands the improvement or repair of a privately owned road.
Streets and Highway	4/5	Sts. & Hwy. Code § 1070	Determine that the public convenience and necessity demand the acquisition or construction of a new county highway or improvement, repair or maintenance of any existing county highway, and the expense of such new highway or the expense of improving, repairing, or maintaining such existing highway is too great to pay out of the road fund of the district (such that the Board may adopt a resolution to make such acquisition or do such work and charge the expense to the county general fund, the road fund of the county, or the district fund of any district benefited).
Streets and Highway	4/5	Sts. & Hwy. Code § 1627	Adopt a resolution that establishes a “county highway right of way acquisition revolving fund” for acquiring rights of way for county highway purposes through purchase or condemnation.

Sonoma County Board Rules of Procedures

Streets and Highway	4/5	Sts. & Hwy. Code §§ 1680, 1686	Adopt a resolution that determines that certain activities are of general county interest and that county aid may be extended to cities for city streets.
Streets and Highway	4/5	Sts. & Hwy. Code § 1700	Adopt a resolution that declares any highway lying in whole or in part within a city to be a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair.
Tax	4/5	Gov. Code § 53724	Approve an ordinance or resolution that proposes a tax that is subject to approval by the voters pursuant to Government Code section 53722
Tax	4/5	Rev. & Tax. Code § 7285	Approve ordinance proposing a transactions and use tax for general purposes.
Tax	4/5	Rev. & Tax. Code § 7285.5	Adopt ordinance regarding a transactions and use tax for specific purposes.

Appendix – Governance Standards

Governance is the act of transforming the needs and desires of the community into policies that direct the organization. The way in which those responsible for governance set direction related to policy, budget and finance, human resources, collective bargaining, facilities and advocacy is critical to the success and health of the County. The integrity of the County is dependent upon the responsible and professional manner in which each Board member, the Board collectively, the County Administrator, and the County executive team fulfill their governance obligations.

The community elects Board members to set and monitor the direction of the County. High performing Boards have four essential characteristics that are the building blocks of effective governance:

1. **Maintaining a Unity of Purpose:** Represents a common focus, goals, and values about the organization and the community that transcends individual differences and political purpose.
2. **Governing within the role as a Board:** Represents a respect for the essential and distinct roles, of the Board, the County Administrator, County Counsel, and the County's executive team.
3. **Creating a positive governance culture:** Represents the norm and expectations of tone and of the way people in an organization treat each other.
4. **Structuring work for effective governance:** Represents the formal structure and processes used by the Board and the County Administrator in their functioning as a team; how they operate and do business.

One of the most important governance relationships that exist is that between the Board of Supervisors and the County Administrator. It is essential that this relationship be clearly defined, collaborative and based upon mutual trust and respect. Such a relationship ensures the best governance results. It is especially important for the Board to establish and maintain a strong communication relationship with the County Administrator. In particular, it is important for the Board to honor, affirm and celebrate the value of those who work for the County; provide direction through the County Administrator and County Counsel; and seek significant staff resources through discussion with the County Administrator and full Board for consideration.

Generally, governance is about setting policy by defining the “what” of the organization, and administration is focused on the “how” policy gets implemented. If the Board is focused on long-term outcomes, it tends to be strategic; if it is about short-term objectives or incremental steps, it tends to be administrative. Since the line between policy and administration can vary from topic to topic or issue to issue, it is essential that the County Administrator and the Board have a clear, mutually agreed upon understanding of how their roles and responsibilities will be defined.

Accordingly, the primary role of the County Board of Supervisors is to collectively set the strategic direction and policies for the organization, which ensures fiscal sustainability, sets forth strategies for addressing the community's pressing issues, supports harmony and success within the organization, and defines the objectives of the Strategic Plan. The primary role of the County Administrator is to implement the direction and policy set by the Board, advise the Board's strategy deliberations, implement the County's strategic plan, and safeguard the public's resources.

More specifically, the primary responsibilities of the Board of Supervisors are to:

Set the strategic direction for the County. Ensure a long term vision is established for the County; Identify strategic priorities; Staff is charged with tactical decisions to support the strategic direction.

Establish the governance structure for the County. Appoint the County Administrator, County Counsel, and some Department/Agency Heads; Adopt the County Budget; Adopt ordinances and policies; Attend and advise numerous boards, commissions and committees; Work with affiliated elected officials.

Provide support to the County. Provide clear and consistent direction; Support/advocate for programs and policies adopted by the Board; Provide policy direction that supports programs and aligns resources; Support staff carrying out the Board's direction; Hold itself accountable for high quality governance and adherence to protocols and policies.

Ensure accountability. Hold the County Administrator accountable for achieving the goals set by the Board; Monitor and assess the effectiveness of policies and programs approved by the Board; Monitor the fiscal health of the County.

Demonstrate community leadership. Engage and involve county residents and other stakeholders in appropriate and meaningful ways in setting the goals, objectives and major programs of the County; Communicate clear information about County policies, the fiscal condition of the organization and progress on goals; Identify cross cutting issues through ongoing interaction with a wide variety of stakeholders; Become and remain immersed in the needs and concerns of residents; Represent the needs of individual districts as well as the needs of the county as a whole; Be visible and accessible.

SPECIFIC NORMS AND EXPECTATIONS

Behavioral Norms for all County leaders (examples)

1. Treat everyone with dignity and respect.
2. Attend Board meetings, fully prepared, on time, and focused.
3. Strive to build trust in every interaction by demonstrating empathy, speaking personally, and giving the benefit of the doubt.
4. Use "I statements" – provide feedback in the spirit of sharing information; take ownership for your feelings.
5. Refrain from being judgmental; stay curious, inquire, and assume that everyone is operating with the best intentions.
6. Refrain from publically criticizing any County employee's performance.
7. Reflect positive cultural norms and values in public forums.
8. Ultimately, we rise and fall as one. Take mutual credit for successes and losses.

Supervisor's Mutual Expectations (examples)

1. Refrain from exercising the "Power of 1".
2. Represent the needs of our County as well as the needs of our Districts.
3. Operate from a list of shared priorities, goals, and strategic priorities.

4. Speak up and be clear about perspectives; do not acquiesce by remaining silent when you disagree.
5. Show respect for issues in each other's Districts and policy positions.
6. Consult with another Supervisor to gain perspective on unique issues and needs in all Districts.
7. Demonstrate sensitivity of each other's needs.
8. While respecting transparency and legal requirements, always aim to work out differences directly with peers versus involving CAO or others.
9. When the needs of other Districts inhibit consensus, strive for compromise.
10. Depending on the circumstances, understand that being in the minority may be appropriate politics.
11. After a difficult vote, be prepared to respect the majority point of view. Comment on own thought process and intention.

Supervisor relationship with CAO

1. Engage CAO's office whenever significant staff resources are required.
2. Engage CAO's office whenever more than a nominal amount of financial resources are required.
3. Include the CAO's office when making requests of Department Heads.
4. Strive to be clear about your District's needs.
5. Support the County Administrator by providing direct, specific, timely non-punishing feedback - positive and corrective.
6. Be clear with CAO about intentions and goals for policy and projects.
7. Respect CAO's role in having to make decisions, influence, and/or control department resources.
8. Understand and accept that some of the CAO's input and information may be unwelcome at times.

CAO relationship with Supervisors

1. Facilitate the Supervisor's success and the Board's Success.
2. Calendar and conduct a timely, annual strategic planning process with clear deliverables and quarterly updates.
3. Support Department Heads in delivering work product to meet the Board's needs. Usher work through; be the gatekeeper, when necessary.
4. Strive for positive working relationships with all members of the body equally regardless of personality, philosophy, positions on issues, etc.
5. Work for "evenhandedness" recognizing that communication preferences may require spending more time with certain Supervisors.
6. Strive to understand the intentions of Supervisor's goals.
7. Provide information equally to all members of the body.
8. Minimize surprises for the Board.
9. Be engaged with community leaders and organizations to inform and improve services to best meet the needs of the community.
10. Help hold Supervisors accountable for their commitments and actions.

Supervisor relationship with Department Heads

1. Understand the level of effort before chartering or requesting work and refrain from the Power of 1.
2. Strive to be clear about scope, urgency, expectations of the assignment and include CAO (cc) when its not a constituent issue.
3. Stay open to further clarifying details, providing specifics, and revising assignment.

4. Leave project management and implementation to Departments and analysts.
5. Bring Department Head performance issues and performance feedback to the CAO's office first.
6. Respect Department Head professional judgment even if the perspective is unwelcome (e.g. refrain from Power of 1).

Supervisor relationship with Other Staff

1. Individual Supervisor work requests to staff should be in the form of gathering information (as opposed to directing work).
2. Include the Department Head when requesting work from department staff.
3. If Supervisors have concerns and/or specific information needs, provide staff a 'heads-up' in advance of Board meetings so staff can be prepared to address them.
4. Manage questions or issues about staff competence *privately* with appropriate Department Head.

DRAFT



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 7
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Clerk-Recorder-Assessor

Staff Name and Phone Number:

William F. Rousseau – (707) 565-1876

Supervisorial District(s):

Title: City Election Services Contracts

Recommended Actions:

Authorize the Chair to execute agreements with the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the Town of Windsor to allow the Registrar of Voters' to provide election services for the period of January 1, 2018 through December 31, 2022.

Executive Summary:

Government Code section 51301 allows for a board of supervisors to contract with cities for the performance of city functions. The County's agreement with the cities of Cotati, Cloverdale, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the Town of Windsor expires December 31, 2017, and the cities and town wish to continue receiving election services from the County. The agreements will allow the cities to continue consolidation of their elections with the primary and general elections, cutting down on the number of times voters must go to the polls, and ensuring the County and cities are using resources, such as polling places and poll workers, efficiently.

Discussion:

Prior to 1982, cities held their regular municipal elections separate from the Primary and General Elections. Some cities conducted their own elections with minimal services from the County, such as providing lists of registered voters within city limits. Other cities opted to contract with the County to conduct their elections, pursuant to Government Code §51301, which allows the board of supervisors to contract with cities for the performance of city functions.

In 1982, election laws changed to allow for consolidation of a city's regular municipal elections with either the Primary or General Election (Elections Code §1301(b)). Since then, all cities within Sonoma County have consolidated their regular elections with the General Election and have contracted with Sonoma County for their elections to be included on the consolidated ballot.

The City Election Services Agreements currently in effect will expire on December 31, 2017. The contracts submitted for approval will allow the Registrar of Voters to continue providing election services and conducting municipal elections on behalf of the cities for the next five years, beginning January 1, 2018 through December 31, 2022.

If the Board does not approve the recommended action, the City and Town Clerks would conduct their own elections, independent of the County. The Registrar of Voters would assume only limited services with no contract providing for reimbursement of expenditures. The general public would be required to vote in separate municipal and Primary or General Elections.

The nine municipalities have approved the elections services agreements that are now submitted for Board approval.

Prior Board Actions:

11/14/12 – Approved election services agreements with cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the Town of Windsor; 8/12/08 – Approved election services agreements with the cities of Cotati, Healdsburg, Petaluma, Santa Rosa, and the Town of Windsor; 6/24/08 – Approved election services agreements with Cloverdale, Rohnert Park, Sebastopol and Sonoma; 3/2/04 – Resolution 04-0202 authorizing the Chair to sign contracts for elections services with all nine cities through the end of 2008; 8/1/00 – Resolution 00-0935 authorizing the Chair to sign a contract for elections services with the Town of Windsor; 1/13/98 – Resolution 98-0055 authorizing the Chair to sign a contract for elections services with the City of Santa Rosa; 12/16/97 – Resolution 97-1608 authorizing the Chair to sign a contract for elections services with the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Sebastopol, and Sonoma.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Consolidating municipal elections with primary or general elections encourages greater citizen participation in elections.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>Costs associated with conducting the cities' elections will be billed and reimbursed by the cities. Election expenditures that are clearly attributable to a jurisdiction are charged directly to that jurisdiction. All other costs are prorated based upon the number of registered voters within a district. Cities are not charged for overhead costs pursuant to Government Code §51350.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			
<p>Election Agreements with the cities of Cotati, Cloverdale, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Town of Windsor.</p>			



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 8
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:

Ben Stone (707) 565-7170

Supervisorial District(s):

County-wide

Title: Consulting Services Amendment with Avalanche Consulting

Recommended Actions:

- A. Authorize the Economic Development Board Director to execute an amendment to an existing contract with Avalanche Consulting for an additional \$75,000, for a total amount not to exceed \$250,000.
- B. Adopt Resolution Adjusting the FY 2017-18 Budget transferring \$75,000 from available unassigned Advertising Fund balance to pay for the extended services with Avalanche Consulting to include economic damage from the October 2017 wildfire event.

Executive Summary:

The Economic Development Board (EDB) seeks to amend an existing contract with Avalanche Consulting, a nationally recognized economic development consulting firm, which is currently working with the EDB, its partners, and local stakeholders on a strategic economic development plan called *Strategic Sonoma*.

Additional funding will allow the EDB to undertake an economic recovery plan for inclusion with *Strategic Sonoma*, which will take into account economic damage from several recent wildfires. Given the unprecedented nature of these events, no local guidelines exist for economic recovery on such a scale, and EDB staff does not have the expertise or capacity to complete this work in-house.

Discussion:

In July 2017, the EDB, partners from the Santa Rosa Junior College (SRJC) and the Sonoma County Workforce Investment Board (WIB), and consultants from Avalanche Consulting launched *Strategic Sonoma*, a five-year strategic economic development plan for Sonoma County. As of October of 2017, the *Strategic Sonoma* project completed eight focus groups, two *Strategic Sonoma* Stakeholder Group meetings, and over 20 interviews with local business and community leaders. These efforts have resulted in the participation of over 150 local business and community leaders.

At this stage in the process, and in light of recent fires that have damaged or destroyed many properties and businesses in Sonoma County, the EDB seeks to expand its contract with Avalanche Consulting, so that a thorough economic recovery plan may be included to enhance the original project scope. Avalanche would provide the following under this agreement, in addition to items already under contract:

A detailed evaluation of best practices in economic recovery:

- Review of economic recovery plans in other communities that have suffered natural disasters
- Interviews with Economic Development Executives/Directors who have led economic recovery efforts
- Documentation of best practices

An economic impact assessment of the fires:

- Using resources available to the Economic Development Board, an objective analysis of economic impacts will guide tactical recommendations

10 interviews with local businesses most seriously impacted by the fires:

- Broaden current *Strategic Sonoma* engagement to include owners and/or executives of damaged/destroyed businesses in Sonoma County.
- Include chamber or trade group representatives, where needed

Documentation of immediate economic needs:

- Inventory critical challenges to economic recovery
- Leverage best practices to identify successful programs that could be replicated in Sonoma County

A tactical plan for economic recovery:

- Include goals, initiatives, roles, timeline and metrics for the implementation of recovery efforts over the next 6 to 12 months.
- Identify and suggest potential funding and resources crucial to plan execution

Prior Board Actions:

6/6/2017 – The Board of Supervisors approved an item to authorize the Economic Development Director to execute an agreement with Avalanche Consulting for preparation of the Strategic Action Plan for the Comprehensive Economic Development Strategy (CEDS), in an amount not to exceed \$175,000.

3/7/2017 – The Board of Supervisors approved an item to authorize the Director of the Economic Development Board to execute a Memorandum of Understanding (MOU) with the Santa Rosa Junior College (SRJC) to provide \$100,000 to the Economic Development Board to develop an Action Plan for the Comprehensive Economic Development Strategy (CEDS).

12/13/16 – The Board of Supervisors adopted a Resolution accepting the Sonoma-Mendocino Comprehensive Economic Development Strategy and endorsing the Sonoma-Mendocino Economic Development District to apply to the U.S. Economic Development Administration (EDA) for Economic Development District designation.

12/8/2015 – Board approved agreement with Civic Analytics for consulting services related to CEDS development

11/14/2015 – Board approved JPA with the County of Mendocino to form the Sonoma-Mendocino Economic Development District

Strategic Plan Alignment Goal 3: Invest in the Future

The recommended action aligns with Strategic Plan Goal 3, “Invest in the Future”.

By prioritizing and further developing local actions specific to economic recovery in the wake of several devastating fires, the County may not only recover what has been lost, but also capitalize on an opportunity to opportunity to improve economic opportunity and quality of life.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	\$75,000		
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	\$75,000		
Contingencies			
Total Sources	\$75,000		

Narrative Explanation of Fiscal Impacts:

Additional appropriations are needed to carry out this project, as funds were not included in EDB’s 2017-18 budget. If approved, funds will be appropriated from Advertising Fund balance in the next consolidated budget adjustment. This cost is not expected to be reimbursed by Cal-OES/FEMA.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution requesting an additional \$75,000 from advertising fund balance for an amendment to an existing contract with Avalanche Consulting.			
Related Items “On File” with the Clerk of the Board:			
Copy of amendment to contract with Avalanche Consulting			



County of Sonoma
State of California

Date: November 14, 2017

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending The Economic Development Department's Budget Funding Allocation In The Amount of \$75,000 for the Amendment of the Avalanche Consulting Agreement Effective November 7, 2017.

Whereas, on June 6, 2017 the Board of Supervisors authorized the Economic Development Board Director to execute an Agreement with Avalanche Consulting for the preparation of an Strategic Action Plan for a Comprehensive Economic Development Strategy; and

Whereas, the fires that ravaged Sonoma County have made it necessary to develop an Economic Recovery Plan without delay to help and advance the economic recovery of the county; and

Whereas, Avalanche Consulting is already working on a long-term economic development strategy and has gathered information that will be useful in developing the Recovery Plan; and

Whereas, the fastest way to develop a Recovery Plan is to amend the existing Agreement with Avalanche Consulting to add the necessary tasks to said Agreement.

Now, Therefore, Be It Resolved that the EDB Department, account code 11015-19010100-51226, budget allocation and appropriation be increased in the amount of \$75,000 to amend and increase the existing Agreement with Avalanche Consulting, with the funding source coming from the Advertising Fund (11015): Use of Unassigned Advertising Fund.

Supervisors:

Gorin: Rabbit: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 9
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Caroline Judy: 707-565-8058

Supervisorial District(s):

4th

Title: Cloverdale Pool License Agreement

Recommended Actions:

- A. Authorize General Services Director to execute the Cloverdale Pool License Agreement with the City of Cloverdale for the operation of the Cloverdale Veterans Memorial Building swimming pool, for a term not to exceed five years beginning on July 1, 2018 and expiring on June 30, 2023. Under the terms of this agreement the County will receive consideration of two thousand six hundred seventy five dollars (\$2,675) for each year of the agreement.
- B. Find that the use of the pool by the City is necessary to meet the social needs of the County by providing options for healthy activities and that the County does not need the property for the term of the license agreement, pursuant to Government code section 26227.

Executive Summary:

The City of Cloverdale through a license agreement with the County operates the swimming pool at the Cloverdale Veterans Memorial Building for a summer swim program. The City in turn contracts with YMCA to provide all aspects of the swim program for community members. The swim program of the City's has been in operation since 1991. The Cloverdale Veterans Memorial Building swimming pool is the only public swimming pool in the city and the swim program provides an essential service to the community as children learn to swim thereby improving public safety.

Government Code Section 26227 states: "...allows the Board of Supervisors to contract with other public agencies or private agencies or individuals to operate those programs which the Board of Supervisors determines will serve public purposes." In the furtherance of those programs, the Board of Supervisors may make available any real county property which is not and, during the time of possession, will not be needed for county purposes, and will be used to carry out such programs, upon terms and conditions determined by the Board to be in the best interests of the county and the general public. Staff is recommending and requesting that the Board find that the services provided by the City of Cloverdale will serve public purposes for the reasons stated above.

Discussion:

Since 1991 the City of Cloverdale has operated the swimming pool at the Cloverdale Veterans Memorial Building through an agreement with the County. The agreement allows the City to contract with the YMCA which in turn hires and trains a competent staff and provides a well-run operation of the pool for the community and visitors. The County has been satisfied with the City and YMCA's operation of the pool and wishes them to continue to operate the pool through the term of this agreement. In addition to operating the pool, the City assists the County by sweeping the Veterans Building parking lot.

The relationship between the City, YMCA, and the County has existed for over 25 years and has been beneficial in that it provides trained lifeguards, swim instructors, administrative staff for operations, recreational swim programs, and promotes health and safety for the community and visitors. In addition, since the site is remote from central County resources there are logistical advantages and savings in travel and oversight expenses.

Prior Board Actions:

The Board has executed license agreements with the City of Cloverdale annually since 1981. Two-year agreements were approved in 1989 and 1991. Three-year agreements were approved in 1996, 1999, 2002, 2005, and 2008. In 2012 and 2013 the Board approved 1 year extensions to the agreement.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	2,675	2,675	2,675
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
The City of Cloverdale will pay the County of Sonoma two thousand six hundred seventy five (\$2,675) for each year of this agreement.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Exhibit A - Revocable License Agreement for Use of County Facilities (Cloverdale Pool)			
Related Items "On File" with the Clerk of the Board:			

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Revocable License Agreement (“Agreement”), made and entered into on _____, 2017 (“Effective Date”), is by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“County”), and the City of Cloverdale (“Licensee”). County and the City of Cloverdale are sometimes collectively referred to herein as the "parties" and singularly, a "party."

R E C I T A L S

WHEREAS, County owns the swimming pool located adjacent to the Cloverdale Veterans Memorial Building at 205 West First Street, Cloverdale California (“Pool”); and

WHEREAS, Licensee has historically operated the Pool and desires to continue operating the Pool for the benefit of the general public; and

WHEREAS, County is willing to allow Licensee to use the Pool on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.
2. Premises. Licensee is hereby permitted to use the following County real property: The swimming pool located adjacent to the Cloverdale Veterans Memorial Building (“Building”) in the City of Cloverdale, California, together with the areas adjacent to and designed to be used with said swimming pool, which areas are surrounded by a fence enclosing said pool and including that easterly portion of the Building wherein are located the entry, hallway, attendant’s quarters, storage quarters, and boys/men’s and girls/women’s dressing rooms and restrooms used in conjunction with the operation of the pool (“Premises”).

Licensee shall also enjoy the use together with others of the common driveway and parking area located on the Building grounds.

3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.

This Agreement or any right hereunder shall not be assigned or otherwise transferred in whole or in part except as noted in Section 3 (a) and (b), without the prior written consent of County, and any attempt to assign or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto.

- a It is understood that from time to time the Cloverdale School District uses the swimming pool by arrangement with Licensee. On those occasions when the school

district uses the pool, the school district shall be subject to the same obligations and limitations applied to Licensee in sections 2-4, 7, 9-14, and 16-29, and these sections shall be specified and incorporated in the Agreements between the Licensee and the School District.

- b County authorizes Licensee to contract with the Sonoma County YMCA to provide the necessary personnel to operate the Cloverdale Pool during the term of this Agreement. Such consent shall not operate to release Licensee from its obligations under this Agreement, including but not limited to Licensee's indemnity obligations regarding its activities and the activities of the Sonoma County YMCA and other sub-licensees. Sonoma County YMCA shall be subject to the same obligations and limitations applied to Licensee in sections 2-4, 7, 9-14, and 16-29, and these sections shall be specified and incorporated in the Agreements between the Licensee and the Sonoma County YMCA.
4. Term. The term of this Agreement ("Term") shall be for a period of five (5) years commencing on July 1, 2018 and expiring at midnight on June 30, 2023. Either party may terminate earlier in accordance with Section 21 below.
5. Consideration. Licensee agrees to pay County two thousand six hundred seventy five (\$2,675) for each year of this agreement. County will bill Licensee annually in November.
6. Services: Licensee shall maintain the Premises herein concerned in good order and condition, shall notify County of any mechanical malfunction of pool equipment immediately, shall vacuum the swimming pool daily, and shall conduct its operation in said Premises in accordance with the best practices and procedures for the operation of public swimming pools. Licensee and County agree to meet monthly to discuss and evaluate the maintenance and operation of pool.

County and Licensee agree to work cooperatively to maintain the landscape on the grounds of the Buildings. Licensee's responsibilities are as follows:

- a General Inspections: Licensee shall make regular inspections of the grounds of the Building and notify County of any vandalism or maintenance needs.
- b General Cleanup: Parking lots will be swept by Licensee as part of Licensee's bi-weekly street sweeper route.
- c Groundcover Maintenance:
 - I. Weeds will be removed from planters and beds manually or chemically when approved by County
 - II. Groundcovers will be edged or clipped as needed to maintain a neat and clean appearance. Edging will include the maintenance of "tree wells" to prevent groundcovers from becoming tree parasites
 - III. Paved surfaces will be cleaned of groundcover maintenance debris at the end of each service day.
- d Shrubs: Shrubs will be pruned or trimmed to maintain safety, structural strength, and accentuate the plants' natural forms and features within the limitation of space and height permitted. In general, selective hand pruning will be the normal practice as performed historically and coordinated with General Services maintenance staff.
- e Irrigation Maintenance:

- I. The irrigation system will be programmed to provide water according to plant and turf requirements based on weather and soil conditions. Controllers will be set for early morning operation (before 6:00 am)
 - II. All irrigation hardware will be kept free of vegetation, debris, and other foreign material obstruction proper operation.
 - III. Vandalism and other major damages or breakdowns of the irrigation hardware, ordinary wear and tear, will be reported promptly to County, and in any event no later than 48 hours after Licensee becomes aware of them.
 - IV. Inefficiencies in the operation of the irrigation system will be promptly reported to County, and in any event no later than 48 hours after Licensee becomes aware of them.
7. Use. Licensee's use shall be limited to: the operation of the swimming pool for the beneficial use of the public throughout the term of this Agreement. Except as provided in paragraph 5., Licensee shall provide all labor and material necessary to such operation. Licensee hereby acknowledges that it has examined and accepts the said Premises in their present order and condition and hereby undertakes the operation of said Premises. No other use shall be permitted except as outlined in this Agreement. The rules and regulations as may be adopted or changed by County and provided to Licensee for the safety, care and cleanliness of the Premises and the building of which they are a part and the preservation of good order there on are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them.
8. Utilities; Concessions; Public Use Fees.
 - a Facility Utilities: It is understood by the parties that there are no separate meters of electricity, gas and water services provided at the licensed Premises and the balance of the Veterans Memorial Building, but that utility services are provided to the entire Veterans Memorial Building and pool through the same meters. It is agreed that County shall pay when due all charges for electricity, gas, sewer and water served to the said Premises.
 - b Concessions Operations: It is agreed that Licensee may conduct and operate at the Premises such concessions for the sale of soft drinks, candy and similar items, as are customary in the operation of a public swimming pool. Licensee shall be entitled to all proceeds from the sale of such concessions.
 - c Public Use Fees:
 - I. The rates to be charged to the public for admission to and use of the Premises shall be established by Licensee but shall be communicated and subject to approval by the Director of General Services Department. Additional rate increases during the term of this Agreement shall be communicated to, and approved by, the Director of General Services.
 - d Licensee shall keep and maintain full and complete records showing all income derived by Licensee from any public use fees and concessions operated in and about said Premises, and all expenses incurred in such operation. Licensee, upon request of the County, shall provide to County an accounting of all such income and expenses. Said accounting shall be delivered within thirty (30) days following the request of County.
9. Repairs/Maintenance. Licensee shall conduct said operations and maintain the said Premises in such a manner as to permit no defects in the Premises or in equipment herein concerned to

occur by reason of the fault of Licensee. Licensee shall not make nor permit any repair or alteration to the Premises without the prior written consent of the County. County reserves the right to perform repairs of defects caused by Licensee and invoice Licensee for reimbursement, which shall be due within thirty (30) days of receipt of such invoice. Otherwise, Licensee is responsible for repairing defects at its own expense within a reasonable time. Any defects in said Premises or equipment occurring during the terms of the Agreement without the fault of Licensee shall be repaired by County within a reasonable time after notices. County reserves the right to enter upon the Premises at any and all times for the purpose of inspecting the same, providing any necessary maintenance for equipment, and making any necessary repairs.

10. Utilities/Repairs/Maintenance. Licensee shall reimburse County for the cost of any repair(s) to the Premises that are a result of Licensee's negligence or willful acts. Reimbursements due to County for the cost of any repair needed as a result of Licensee's negligence or willful acts shall be paid to County within thirty (30) days of receipt of invoice by Licensee for said repairs.
11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
12. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.
13. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
14. Inspection. County shall be permitted to enter and inspect the Premises at any and all times, and without advanced notice.
15. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a land owner of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. **NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.**
16. Licensee bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.
17. Non liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the gross negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.

18. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 17.a, 17.b, 17.c and 17.d, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

a Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, Licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.

b Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

c Approval of Agreement. The approval of this Agreement by County.

d Other Activities. Any other activities of Licensee, its agents, employees and subtenants.

Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in **Exhibit A** attached hereto and made a part hereof.

19. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

20. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

21. Termination by County. County may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Licensee.

22. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect

whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

23. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.
24. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.
25. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
26. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to COUNTY: County of Sonoma
 General Services Department
 Attn. General Services Director
 2300 County Center Drive, Suite A200
 Santa Rosa, CA 95403

If to LICENSEE: City of Cloverdale
 Attn. Paul Cayler, City Manager
 124 North Cloverdale Blvd.
 Cloverdale, CA 95425

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 28.

27. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.
28. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed, and Licensee shall immediately reimburse

County for all direct and indirect costs associated with such work upon receipt of a statement therefor.

29. General Provisions.

- a Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
- b Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.
- c Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- d Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.
- e No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- f Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- g Relationship. The parties intend by this Agreement to establish the relationship of licensor and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and Licensee.
- h Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“LICENSEE”:
City of Cloverdale
By: _____
Print Name: _____
Title: _____

“COUNTY”:
COUNTY OF SONOMA, a political
subdivision of the State of California

By: _____
Caroline Judy, Director
Department of General Services

APPROVED AS TO FORM
FOR COUNTY:

Elizabeth Coleman With,
Deputy County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

Marc McDonald,
Real Estate Manager

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

Exhibit A

Licensee shall maintain insurance and/or self-insurance during the term of this Agreement or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Licensee shall require all of its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.

- d. **County of Sonoma, its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. **Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned, hired, and non-owned autos.
- c. Required Evidence of Insurance: Certificate of Insurance.

4. **Increases in Limits of Insurance**

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

5. **Documentation**

- a. The Certificate of Insurance must include the following reference: **205 West First Street, Cloverdale CA.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma, its Officers, Agents and Employees
attn: General Services Department
2300 County Center Dr. Suite A200
Santa Rosa, CA 95403
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit B

Rules and Regulations

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on the Premises without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.

2. The Premise shall not be obstructed by Licensee or used for any purpose other than for vehicle parking and ingress to and egress from the Premises.
3. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. Not applicable
5. Licensee shall not overload the Premises or in any way. County shall have the right to prescribe the weight, size and location of all vehicles brought into the Premises, and the times and manner of the movement of said vehicles in and out of the Premises. County will not be responsible for damage to Premises done by Licensee vehicles with damage repaired at the expense of Licensee.
6. Licensee shall not use, keep or permit, or allow to discharge onto the Premises any substance deemed offensive, objectionable, or hazardous to the County or other occupants of the Premises by reason of noise, odors, vibrations, pollutants, hazardous materials, or interfere in any way with other occupants or those having business therein.
7. No cooking shall be done or permitted on the Premises by Licensee nor shall the Premises be used for storage or for any improper, objectionable or immoral purposes.
8. Licensee shall not use or keep on the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material.
9. County will direct as to where and how utilities, telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of utilities, telephones, call boxes and equipment and utilities affixed to the Premises shall be subject to the approval of County.
10. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building or Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same
11. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall

in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.

12. No machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
13. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
14. Licensee shall not disturb or solicit any occupant of the Premises and shall cooperate to prevent same.
15. Without the written consent of County, Licensee shall not use the name of the Premises in connection with or in promoting or advertising the business of Licensee except as Licensee's address.
16. County shall have the right to control, maintain, monitor, and operate the Premises in such manner as it deems best for the benefit of the occupants generally.
17. County shall not be held responsible for damage committed to Licensee personnel or property unless such events were caused by the County's willful misconduct and/or gross negligence



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 10
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Abe Byun 565-3418

Supervisorial District(s):

Fifth

Title: Issue a roiling permit (Ordinance No. 3836R) to Prunuske Chatham Inc.; ROI17-0009

Recommended Actions:

Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) to Prunuske Chatham Inc. for installation of water diversion system in an unnamed stream to replace a failing culvert for the access driveway for 1200 to 1300 Furlong Road.

Executive Summary:

Sonoma County requires that an application for a roiling permit be filed with the Board of Supervisors prior to work or operations in a river, stream, or channel which may decrease the clarity of jurisdictional waterways. This requirement is to help ensure water quality and environmental protection. The recommended resolution will issue a roiling permit to Prunuske Chatham Inc. for installation of a water diversion system in an unnamed stream to replace a failing culvert for the access driveway for 1200 to 1300 Furlong Road.

Discussion:

The project site is located in western Sonoma County, west of downtown Sebastopol in a rural residential area. The site is located directly off of Furlong Road and provides access for residents at 1200 to 1300 Furlong Road. The access road crosses an unnamed tributary to Redwood Creek which is currently occupied California freshwater shrimp immediately upstream and downstream of the culvert with a source pool upstream. In addition, the site supports steelhead, California giant salamander, California red-legged frog, northern western pond turtle, and other resident fish and amphibians. The project involves replacement of this existing steel culvert that has plugged numerous times before the winter of 2016 and 2017. Water flows over the access road have resulted in disrupted access and caused erosion around the culvert. During the summer of 2016, a sink hole developed in the middle of the access roadway over the culvert crossing as the bottom half of the culvert rotted out.

Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream or channel which may decrease the clarity of these waterways.

Concurrent Resolution No. 88-1220 of the Board of Supervisors requires that applications for permits describe the work or operations to be done, the purpose of the work or operations, the manner in which the work or operations will be carried out, and the time within which the work or operations will be completed. Pursuant to the Resolution, applications must be accompanied by a copy of the agreement required by Section 1601 et seq. of the California Fish and Wildlife Code and water discharge permits applicable to the work or operations, if any, pursuant to the Porter-Cologne Water Quality Control Act.

The application submitted by Prunuske Chatham Inc. complies with the requirements of the 3836R Ordinance. The applicant represents that no significant residual impacts affecting water clarity of the unknown stream will result. Before the work begins, any remaining flow in the stream will be diverted through a cofferdam and around the work area by a gravity-fed diversion pipe. Should the surface flow in the drainage stop during the construction leaving only isolated perennial pools, cofferdam will not be installed and the pools will be pumped out as necessary. A qualified biologist will be onsite to oversee installation and decommissioning of the water diversion structures and to conduct aquatic species relocation. The project will replace the existing culvert with a new 4-foot diameter corrugated steel culvert in the same alignment and rebuild the roadway above, which will be widened to 12.3 feet to meet current Sonoma County code requirements. The construction period will be set by California Department of Fish and Wildlife.

The 3836R permit requires a 4/5 approval vote by the Board according to the requirements of the 1988 ballot measure creating the 3836R Ordinance.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The permit will allow the repair and replacement of the failing culvert and includes habitat enhance via the installation of a rock weir and subsurface grade control to prevent scour and provide residual pools to improve freshwater shrimp access to overhanging banks during the dry season.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
A) Draft Board of Supervisors Resolution B) Application C) Location Map			
Related Items "On File" with the Clerk of the Board:			
Application Packet			



County of Sonoma
State of California

Date: November 14, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Issuing A Roiling Permit Pursuant To Section VIII Of Ordinance No. 3836R Of The County Of Sonoma To Prunuske Chatham Inc. For Installation Of A Water Diversion System In An Unnamed Stream To Replace A Failing Culvert For The Access Driveway For 1200 To 1300 Furlong Road

Whereas, Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of a river or stream; and

Whereas, an application was filed by Prunuske Chatham Inc. for an Ordinance No. 3836 permit to repair and replace the failing culvert for the access driveway for 1200 to 1300 Furlong Road, at the Permit and Resource Management Department in the manner prescribed by Resolution No. 88-1220 as amended by Resolution No 89-0746 of the Board of Supervisors; and

Whereas, the Board of Supervisors has reviewed said application; and

Whereas, the requirements of section VIII of the Sonoma County Code include a restriction to perform permitted activities within a period of 30 days, except that additional 30-day permit periods may be granted by the Board of Supervisors, and a requirement that all approval votes be by a 4/5th majority of the Board of Supervisors.

Now, Therefore, Be It Resolved

1. That the Board of Supervisors finds and determines that the work and operations described on said application is necessary and that the work and operations will be performed in a manner which will not unreasonably decrease the clarity of the waters of the rivers or steams of the County of Sonoma;
2. That a permit is hereby granted to applicant to perform the work and operations described in the aforementioned application;

Resolution #

Date:

Page 2

3. That the work and operations shall be performed in the manner described in the application and in accordance with the terms and conditions of any applicable agreement required by Section 1601 et seq. of the California Fish and Wildlife Code, any applicable waste discharge permit issued pursuant to the Porter-Cologne Water Quality Control Act (commencing at Section 13000 of the California Water Code), and Chapter 26A of the Sonoma County Code and any plans adopted pursuant thereto;

Be It Further Resolved that the permit and permit extensions are hereby granted to the applicant pursuant to Section 25526.6 of the Government Code.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Roiling Permit Application

DRN-003

The Board of Supervisors approves all roiling permits under Section VIII of the Water Clarity Ordinance of the County of Sonoma, Ordinance No. 3836R (Chapter 23 of the Sonoma County Code).

A complete application must be submitted to the Permit and Resource Management Department a minimum of eight weeks before the start of project.

Applicant Owner Architect \ Engineer

Project Site Information

Heather L. Hillman Mutz

1200 Furlong Road

Name

Address(es)

1200 Furlong Road

Sebastopol, CA 95472

Mailing Address

City/Town

Sebastopol

CA 95472

080-110-009

City/Town

State/Zip

Assessor's Parcel Number(s)

707 775 8176

CA 95472

unnamed tr

Phone

Fax

River or Stream Name

As soon as permitted

Estimated completion date

Work start date

9.19.17



Signature

Date

Types of work (check one):

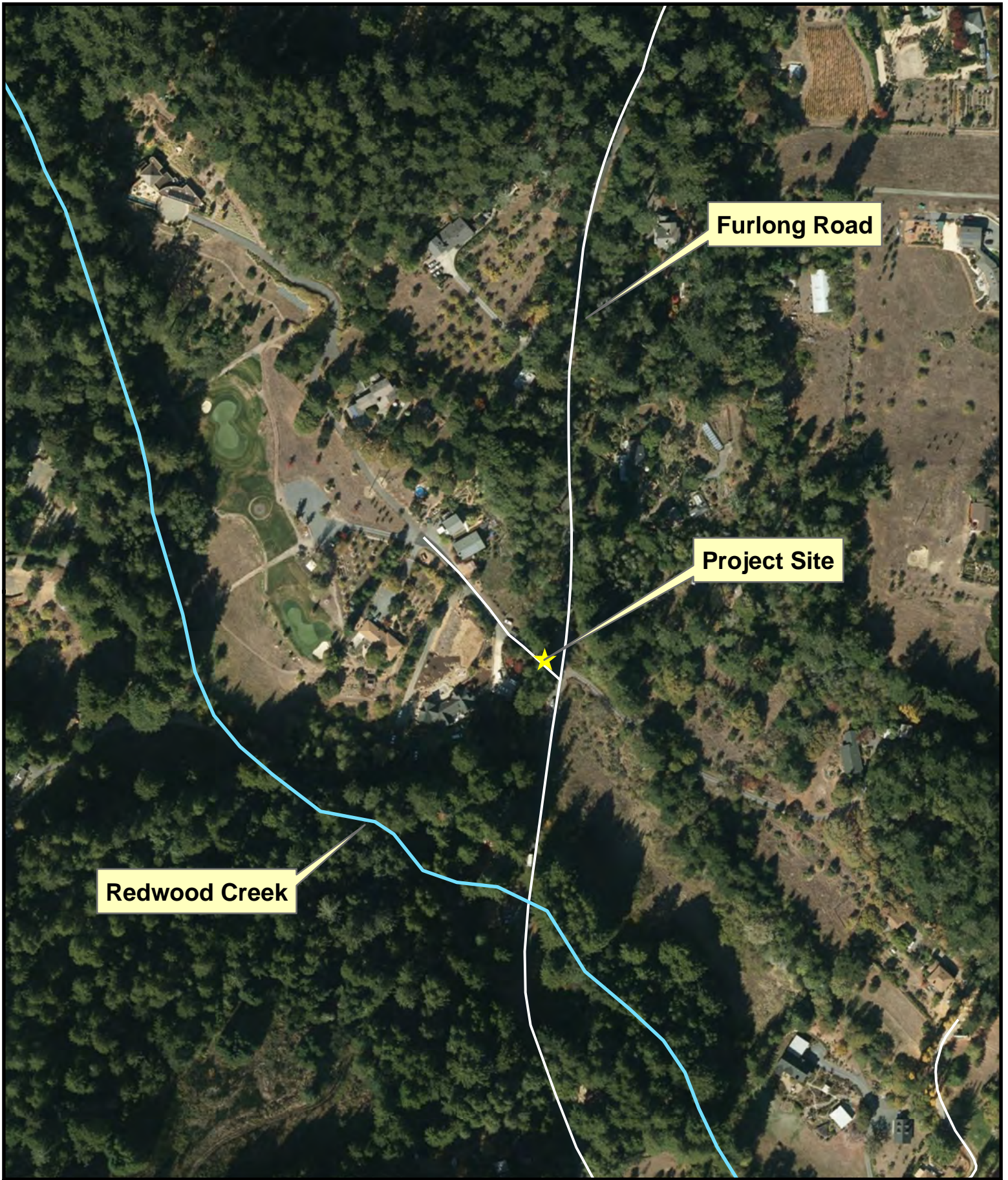
- To protect riparian property adjacent to a river or stream.
- To construct recreational dams.
- To perform construction work on riparian property, the nature of which may decrease the clarity of the waters of the river or stream.
- To construct temporary bridges, dikes, dams and settling ponds in connection with mining operations, or for agricultural uses.

Application Requirements:

- A. A detailed statement describing the work or operations to be done and the manner in which they will be carried out to avoid unreasonably decreasing the clarity of the river or stream, including any proposed monitoring or mitigation measures.
- B. A location/vicinity map (8 ½ in. X 11 in.) showing where the project is located in relation to nearby lots, streets, highways and/or major natural features (e.g., locator maps & road maps).
- C. A copy of the Fish and Game permit or waiver.
- D. A copy of the Army Corps of Engineers permit for this project, if required.
- E. A copy of the California Regional Water Quality Control Board water quality certification, if required.
- F. A copy of the last roiling permit, if any.
- G. A check payable to "PRMD" (see current fee schedule). This fee includes any requested extensions for the calendar year.
- H. A copy of the California Environmental Quality Act (CEQA) document.
- I. A copy of any approved County permit conditions (e.g. mining approval).

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103



Redwood Creek

Furlong Road

Project Site



PRUNUSKE CHATHAM, INC.

Figure 2. Aerial of Project Area
Furlong Driveway Stream Crossing Project
Sebastopol, Sonoma County, CA

0 50 100 200 Feet

3/22/2017
Sources:
Aerial Photography - ESRI





County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 11
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Cecily Condon (707) 565-1958

Supervisorial District(s):

Fourth

Title: Williamson Act Contract Replacement; 2052, 2058, and 2476 Wright Ranch Road, Healdsburg; PLP15-0009.

Recommended Actions:

Adopt a resolution to rescind a portion of two existing type II Williamson Act Contracts on 142.31 acres (four parcels) and replace them with three new, non-prime Land Conservation Contracts on parcels (52.01 acres, 40.02 acres and 50.28 acres) resulting from a previously approved Lot Line Adjustment application LLA14-0057.

Executive Summary:

The Board is asked to approve the request to rescind two existing type II Williamson Act Contracts on 142.31 acres (four parcels) and replace them with three new, non-prime Land Conservation Contracts on three parcels previously modified by Lot Line Adjustment LLA14-0057. Staff has reviewed the requests and found that all criteria have been met and that the request can be approved.

Discussion:

Background:

The parcels were first placed under a Land Conservation Act Contract in 1972 and 1976. The current owners lease the three parcels for a cattle grazing operation which is considered a non-prime agricultural use and the three subject parcels all exceed 40 acres in size, the minimum size for Non-Prime contracts. The Board of Supervisors approved Lot Line Adjustment LLA14-0057 by resolution 15-0072 on March 3, 2015 which included the subject parcels. Condition of approval number seven from LLA14-0057 required the property owners to file to rescind and replace the previous contracts with new contracts that would reflect the adjusted parcel boundaries, lands will be remaining in one contract.

As part of the Board of Supervisors' December 2011 update of the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* ("Uniform Rules") the Board eliminated the distinction between Prime (Type I) and Non-Prime (Type II) Agricultural Preserves. This allows the

County to enter into either a Prime or Non-Prime contract in any established Preserve. The subject land at issue here is within an established Preserve (2-250).

Also as part of the update of the Uniform Rules, the County has implemented use of a Land Conservation Plan which is attached to and incorporated into a Land Conservation Act Contract. The Land Conservation Plans show locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to the Land Conservation Plan may be approved by the Director of Permit Sonoma and recorded on title of the subject parcel.

Action Requested of the Board of Supervisors:

Property owners Robert R. Mauritson, Blake E. Mauritson, Cameron J. Mauritson, and Nizar Ghousaini seek approval for replacement Land Conservation Act Contracts for non-prime agricultural land used for cattle grazing. The Board is asked to review the request to rescind a portion of two existing type II Williamson Act Contracts on 142.31 acres (five parcels) and replace them with three new Non-Prime contracts for parcels of 52.01 acres, 40.02 acres, and 50.28 acres within Agricultural Preserve 2-250 and authorize the Chair to execute the replacement Land Conservation Act Contracts and attached Land Conservation Plans.

Location, Zoning and Project Description:

The parcels are located at 2052, 2058, and 2476 Wright Ranch Road, Healdsburg, previously known as 11560 Chalk Hill Road. The three parcels are 52.01 acres, 40.02 acres, and 50.28 acres with no improvements and are used for the grazing of cattle. The base zoning for the three parcels is LIA (Land Intensive Agriculture) 100 acres/dwelling unit. Each parcel also is designated with the Z (Accessory Dwelling Unit Exclusion) combining district. The 50.28 acre parcel also has combining districts of RC (Riparian Corridor) 100'/50', and RC (Riparian Corridor) 200'/50'. The 40.02 acre parcel also has the combining district (Riparian Corridor) 100'/50'.

Replacement Non-Prime Contracts on land located within an existing Agricultural Preserve:

To be eligible for a replacement Non-Prime (Type II) Williamson Act contract, each subject parcel must be at least 40 acres in size, have 50% of the total parcel dedicated to non-prime agricultural uses, and meet the minimum income requirements of the Williamson Act and be located in an existing Agricultural Preserve. The subject parcels are 52.01 acres, 40.02 acres, and 50.28 acres in size, and are each entirely dedicated to cattle grazing. Each parcel is projected to provide sufficient income to meet the minimum income requirements and therefore qualifies for a Land Conservation for non-prime agricultural land.

Staff Recommendation:

Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for three Non-Prime Land Conservation Act Contracts for the three parcels are met.

Prior Board Actions:

The Board of Supervisors approved Lot Line Adjustment LLA14-0057 by resolution 15-0072 on March 3, 2015 which included the subject parcels.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation Act Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Approval of the replacement Land Conservation Act Contracts means that the owner will continue to pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County’s share of property tax revenue for each parcel under a Land Conservation Act Contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor’s office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County’s agricultural economy and outweighs the cost in reduced property tax revenue.

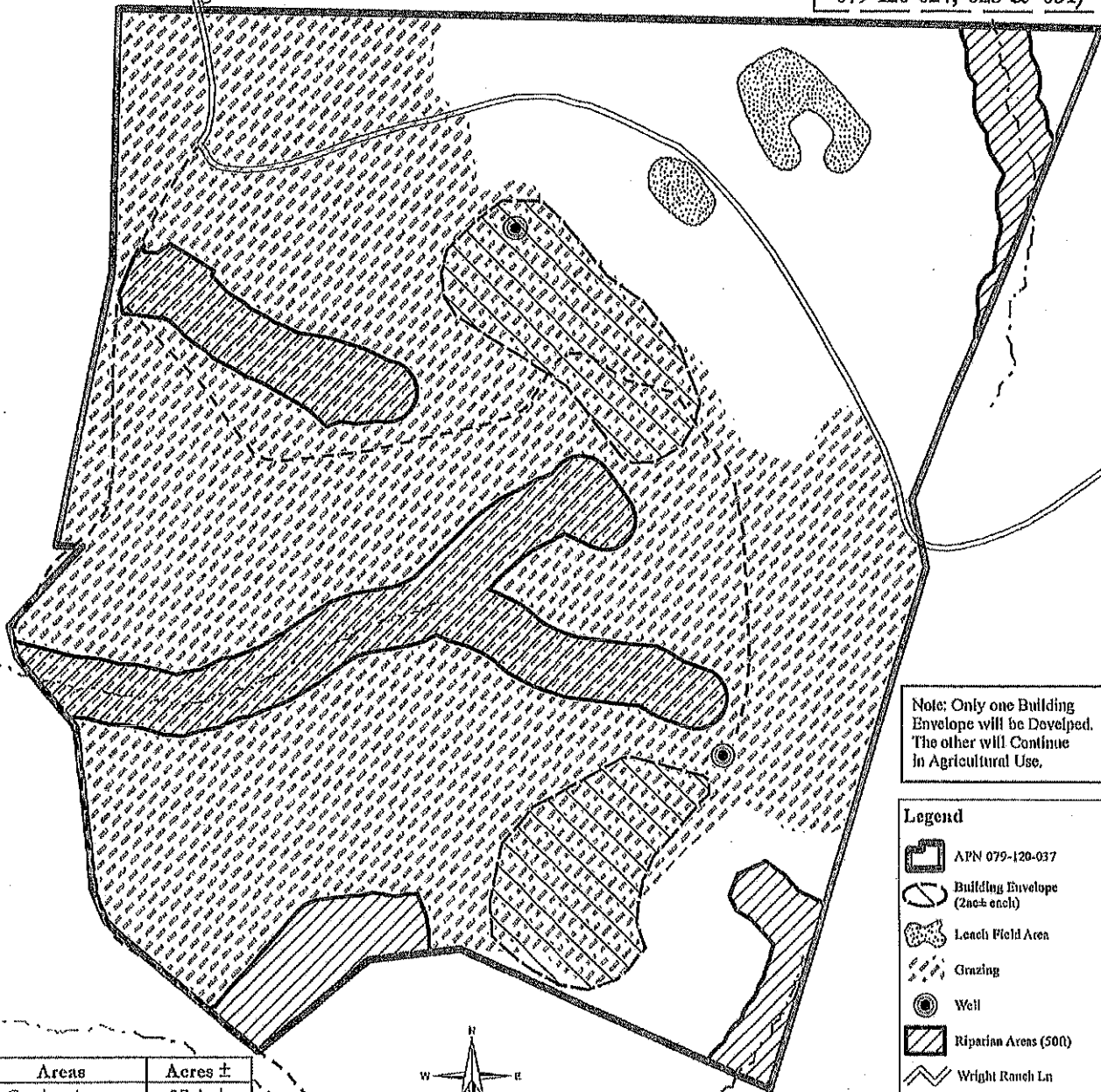
Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):
None.
Attachments:
Attachment A: Site Plans Draft Board of Supervisors Resolution
Related Items "On File" with the Clerk of the Board:
Land Conservation Act Contract with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).

EXISTING

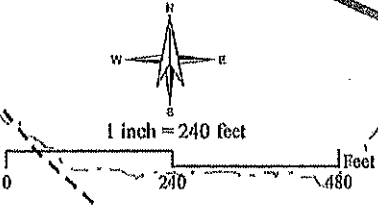
**Rescind & Replace
WA Contract to Include
APN 079-120-037
(Formerly Portions of APN
079-120-024,-025 & -031)**



Note: Only one Building Envelope will be Developed. The other will Continue in Agricultural Use.

- Legend**
- APN 079-120-037
 - Building Envelope (2ac± each)
 - Leach Field Area
 - Grazing
 - Well
 - Riparian Areas (50ft)
 - Wright Ranch Ln
 - Ranch Roads
 - Creeks (LIDAR)

Areas	Acres ±
Grazing Areas	37 Ac±
Remaining Hardwood Forest (Appex 60% Cover)	15.01 Ac±
Total	52.01 Ac±



MAPPING NOTES:
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ORTHOPHOTOCRAPIY, VEGETATION & ELEVATION DATA PER SONOMA VEG MAP, FLOWN FALL OF 2014. PROPOSED VINEYARD AREAS PER APPROVED VINEYARD PLAN (APRIL 2011). LEACH FIELD AREAS PER MUIBELL'S CIVIL ENGINEERING, FEB 2016.

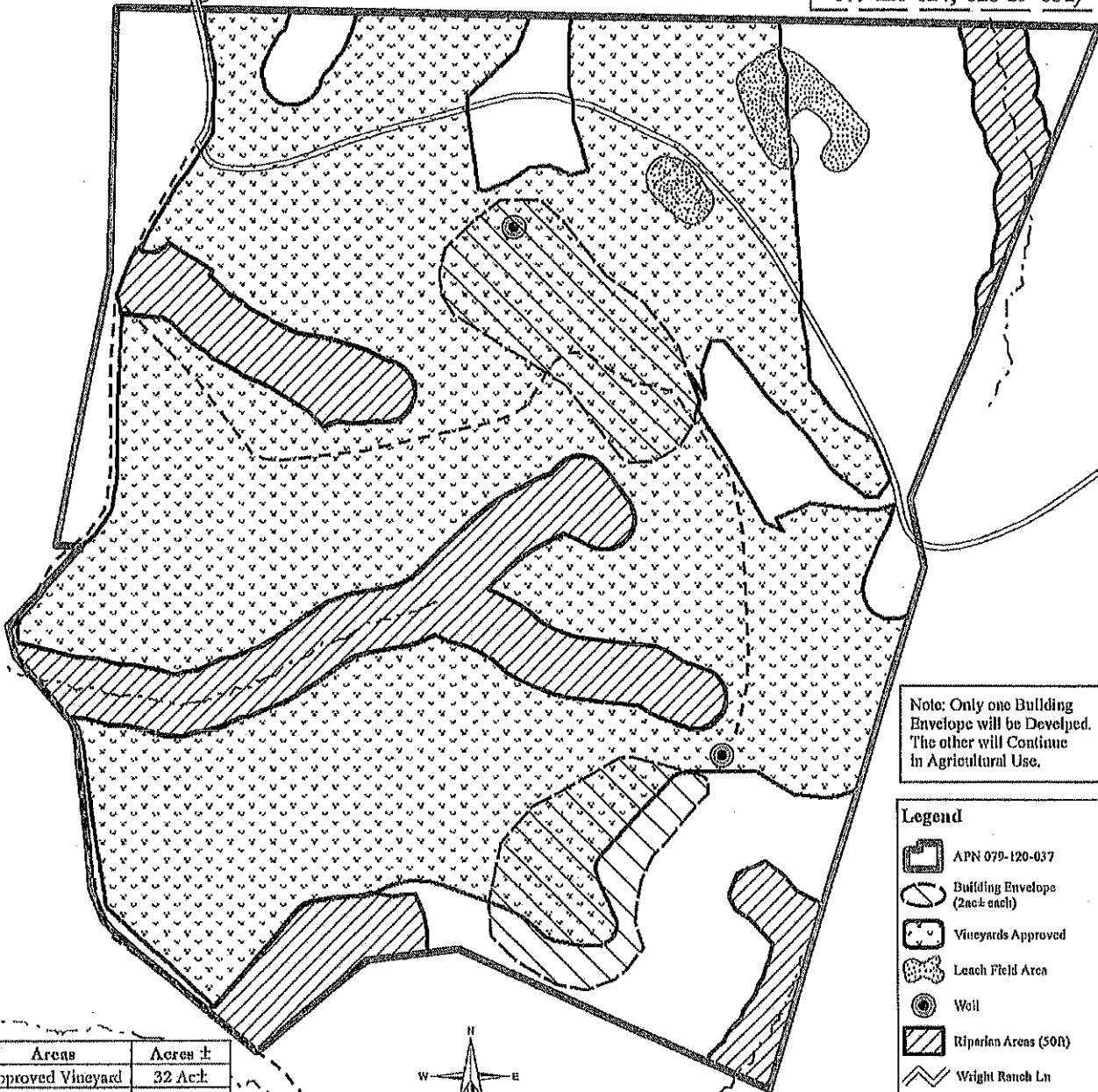
**LANDS OF GHOUSSAINI
Williamson Act Map
New\Rescind & Replace**



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FUTURE

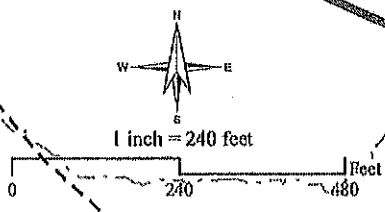
**Rescind & Replace
WA Contract to Include
APN 079-120-037
(Formerly Portions of APN
079-120-024,-025 & -031)**



Note: Only one Building Envelope will be Developed. The other will Continue in Agricultural Use.

- Legend**
- APN 079-120-037
 - Building Envelope (2ac± each)
 - Vineyards Approved
 - Leach Field Area
 - Well
 - Riparian Areas (50ft)
 - Wright Ranch Ln
 - Ranch Roads
 - Creeks (LIDAR)

Areas	Acres ±
Approved Vineyard	32 Ac±
Seasonal Riparian	7 Ac±
Remaining Hardwood Forest (Approx 60% Cover)	13.01 Ac±
Total	52.01 Ac±



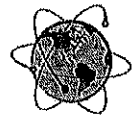
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OR 311 PHOTOGRAPHY, VEGETATION & ELEVATION DATA PER SUTTER A VEG MAP, FLOWY FALL OF 2013, PROPOSED VINEYARD AREAS PER APPROVED VINEYARD PLAN (AUGUST 2013), LEACH FIELD AREAS PER HISTORICAL FLOWY FALL OF 2016.

**LANDS OF GHOSSAINI
Williamson Act Map
New \ Rescind & Replace**



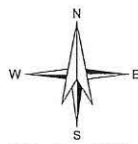
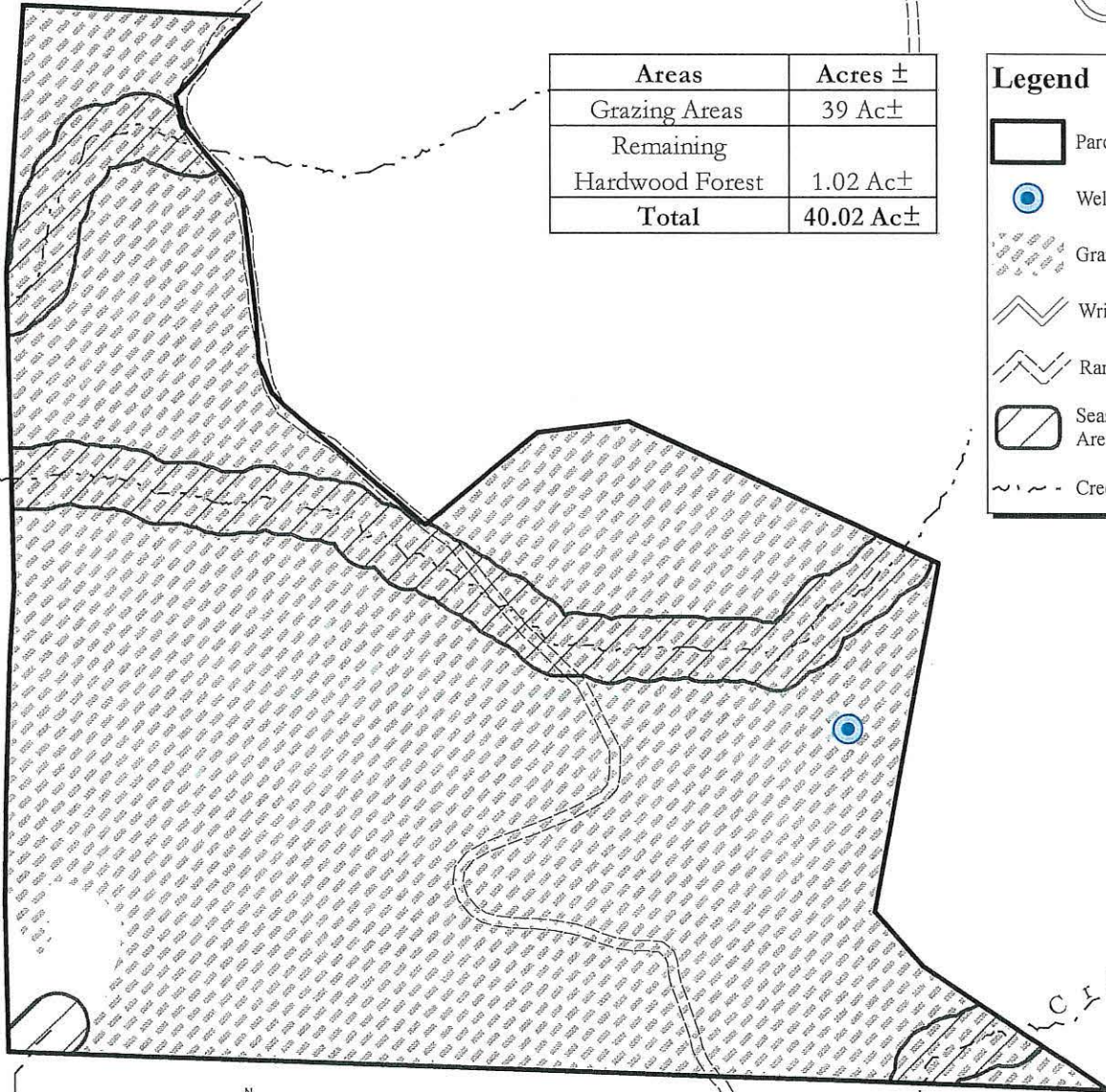
**RAY CARLSON
AND ASSOCIATES, INC.**
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Rescind & Replace
 WA Contract to Include
 APN 079-120-024

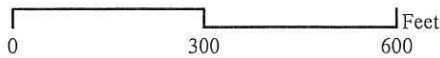
Areas	Acres ±
Grazing Areas	39 Ac±
Remaining Hardwood Forest	1.02 Ac±
Total	40.02 Ac±

Legend

-  Parcel (40.02ac±)
-  Well
-  Grazing (39ac±)
-  Wright Ranch Ln
-  Ranch Roads
-  Seasonal Riparian Areas (50ft\5.7ac±)
-  Creeks (LiDAR)



1 inch = 300 feet



MAPPING NOTES:
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ALL BOUNDARY LINES SHOWN ARE PER SURVEY. ACREAGE FIGURES SHOWN WERE CALCULATED IN A GIS AND ARE APPROXIMATE. USE OF THIS PRODUCT IS COVERED BY COPYRIGHT LAWS.

RAY CARLSON & ASSOCIATES, INC. IS TO BE HELD HARMLESS FOR ANY AND ALL DISCREPANCIES OF DISTANCE AND GRAPHIC DISTORTION RELATING TO THE USE AND DEPENDENCE UPON THIS REPRESENTATION.

LANDS OF MAURITSON
 Williamson Act Map
 New \ Rescind & Replace

2052 Wright Ranch Lane
 Healdsburg, CA 95448



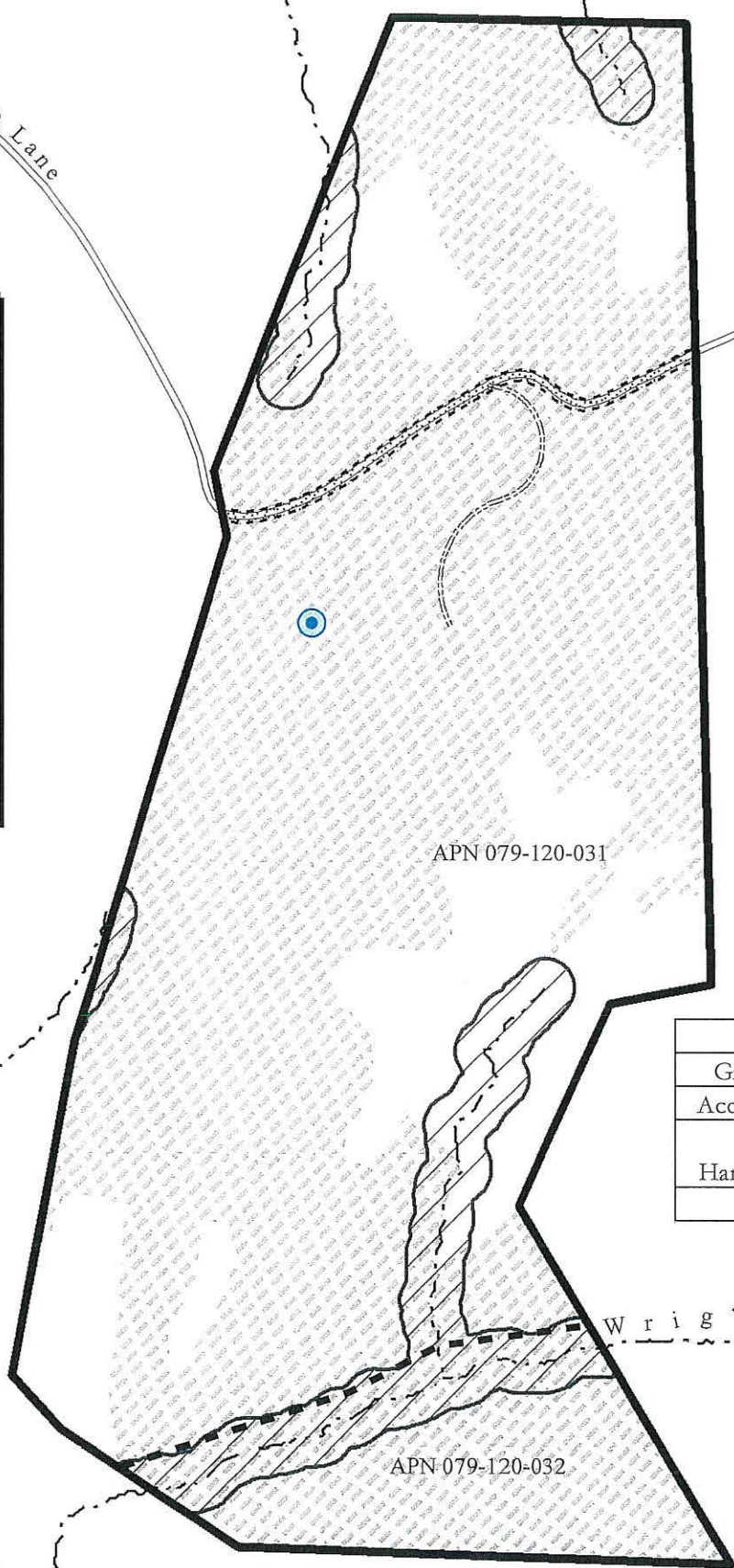
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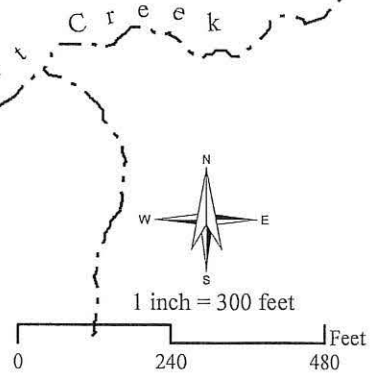
**Rescind & Replace
WA Contract to Include
APN 079-120-031 & -032**

Legend

-  Parcel (50.28ac±)
-  Well
-  Grazing (40ac±)
-  Seasonal Riparian Areas (50ft\5.2ac±)
-  Access Road Area (20ft\0.4ac±)
-  Wright Ranch Ln
-  Ranch Road
-  Creeks (LiDAR)



Areas	Acres ±
Grazing Areas	40 Ac±
Access Road Area	0.4 Ac±
Remaining Hardwood Forest	9.88 Ac±
Total	50.28 Ac±



MAPPING NOTES:
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LANDS OF MAURITSON
Williamson Act Map
New\Rescind & Replace

2476 Wright Ranch Lane
Healdsburg, CA 95448



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County of Sonoma

State of California

Date: November 14, 2017

Item Number: _____
Resolution Number: _____

PLP15-0009 Cecily Condon

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By Property Owners Robert R. Mauritson, Blake E. Mauritson, and Cameron J. Mauritson, and Nizar Ghossaini For Execution Of Replacement Land Conservation (Williamson Act) Contracts And Attached Land Conservation Plans For Properties Located At 2052, 2058, and 2476, Wright Ranch Road, Healdsburg; APNs: 079-120-033, 034, 035, 036, and 037.

Whereas, a request has been made by the property owners Robert R. Mauritson, Blake E. Mauritson, and Cameron J. Mauritson, and Nizar Ghossaini to authorize the Chair to rescind and partially rescind two existing Land Conservation (Williamson) Act Contracts and replace them with three new Land Conservation Act Contracts and attached Land Conservation Plans, for non-prime agricultural land located at located at 2052, 2058, and 2476, Wright Ranch Road, Healdsburg; APNs: 079-120-033, 034, 035, 036, and 037; Supervisorial District 4; and

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules) (Resolution No. 11-0678); and

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation Act Contract form, which now incorporates a Land Conservation Plan identifying the various uses of the contracted land. Future changes to identified land uses require amendment of the Land Conservation Plan. The Board, pursuant to Resolution No. 11-0678, has authorized the Director of PRMD to approve amendments to executed Land Conservation Plans; and

Whereas, the Board of Supervisors finds that the 52.01 acre, 50.28 acre, and 40.02 acre parcels are currently located within Agricultural Preserve 2-250, and presently each parcel meets requirements for a new Non-Prime (Type II) Land Conservation Act Contract.

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for three new Non-Prime (Type II) Land

Conservation Act Contracts ("Contracts"):

1. As required by Uniform Rule 4.2, the parcels are currently located within an Agricultural Preserve 2-250. No expansion of the existing Agricultural Preserve is necessary.
2. Consistent with Uniform Rule 4.2, the land is devoted to an agricultural use. In Sonoma County this means that at least 50% of the parcel is used for agriculture purposes. The parcels are currently entirely leased for grazing of cattle, therefore, over 90% of each parcel is being used for agricultural purposes. Grazing of cattle is considered a non-prime agricultural use.
3. As required by Uniform Rule 4.2, the land proposed to be restricted by the Contracts are single legal parcels.
4. As required by Uniform Rule 4.2, there is a minimum parcel size for contracts. The land must be at least 40 acres in size for a Non-Prime Land Conservation Act contract. The three parcels of 52.01 acres, 40.02 acres, and 50.28 acres all exceed the 40-acre minimum parcel size for a new Non-Prime Land Conservation Act Contract.
5. As required by Uniform Rule 4.2, the land proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of \$2.50 per acre gross for grazing land under a Non-Prime Land Conservation Act Contract. Each parcel has generated and is projected to generate for the next three years, a gross annual income of \$2,100, while per acre gross annual income have been \$40.38 for the 52.01 acre parcel, \$41.76 for the 50.28 acre parcel, and \$52.47 for the 40.02 acre parcel. Thus the parcels exceed the minimum annual income requirements.
6. All non-agricultural uses of the land are allowed as compatible uses in Uniform Rule 8.0, and consistent with Government Code Section 51238.1. There are no structures currently on any of the parcels and therefore none of the parcels conflict with compatible use policy.
7. As required by Uniform Rule 4.2, Contracts for parcels over 40 acres in size must be on designated non-prime farmland. Non-Prime Agricultural Land includes land used for grazing, hay production, rotational crops such as seasonal or year round row crops, ornamental trees or flowers, and dry farming. The three parcels totaling 142.31 acres are each dedicated to cattle grazing operations which have produced and are projected to meet the required income, and meets the definition of Non-Prime Agricultural Land.

Resolution #

Date:

Page 3

Be It Further Resolved that the Board of Supervisors finds the requested action categorically exempt from the California Environmental Quality Act pursuant to Section 15317, of the State CEQA Guidelines, which provides that executing a new Land Conservation Act Contract is exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by approving rescission and partial rescission of the existing Non-Prime (Type II) contracts and simultaneous replacement of those contracts with three new Non-Prime Land Conservation Act Contracts and attached Land Conservation Plans, to restrict the three parcels of 52.01 acres, 40.02 acres, and 50.28 located at 2058, 2052, and 2476 Wright Ranch Road, Healdsburg; APNs: 079-120-033, 034, 035, 036, and 037; Supervisorial District 4.

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation Act Contract and attached Land Conservation Plan.

Be It Further Resolved that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days and no later than December 31, 2017 (1) this Resolution and (2) the associated Land Conservation Act Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based, including the original executed Contract and Land Conservation Plan. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 12
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz (707) 565-2231

Supervisorial District(s):

Fourth

Title: Resolution for the permanent closure to through traffic of both Hart Lane and D Street at their intersection with Fulton Road in the Community of Fulton.

Recommended Actions:

Adopt a Resolution for the permanent closure to through traffic of both Hart Lane and D Street at their intersection with Fulton Road in the Community of Fulton to establish a railroad crossing quiet zone.

Executive Summary:

In an effort to reduce noise and enhance quality of life for Sonoma County residents and businesses located near railroad crossings, the Department of Transportation and Public Works has established quiet zones in eleven (11) crossings located in unincorporated Sonoma County.

The Fulton Road railroad crossing is one of eleven (11) railroad crossings identified within the County that will be modified to meet railroad quiet zone requirements. In order to complete one of these modifications, it will be necessary to close to through traffic the intersections of Hart Lane and D Street at their intersection with Fulton Road. Closure of the roads will enhance safety and reduce the risk of vehicles circumventing the crossing arms.

Discussion:

Federal regulations provide public authorities such as counties and cities the option to establish a quiet zone provided certain Supplemental Safety Measures (SSM) or Alternative Safety Measures (ASM) are in place and the Quiet Zone Risk Index for the subject grade crossing is at or below the Nationwide Significant Risk Threshold.

Examples of safety engineering improvements that may be necessary to reduce the risk of traffic collisions include: medians on one or both sides of railroad tracks to prevent a motorist from driving around a lowered gate; a four-quadrant gate system to block all lanes of highway traffic; converting a two-way street into a one-way street; permanent closure of the crossing to highway traffic; or approved variations of these treatments.

The Department has worked with the community of Fulton by means of town hall meetings and has identified improvements to mitigate the closure and enhance access satisfactory to the community. The Supplemental Safety Measures are expected to be installed by November 20, 2017.

The closing of through traffic at the intersections identified is authorized by California Vehicle Code section 21101(f), which authorizes a local authority to adopt a resolution to prohibit entry and exit from any street by means of a design feature pursuant to the circulation element of its general plan. The Sonoma County General Plan's Circulation and Transit Element identifies the Sonoma Marin Area Rail Transit corridor as a central connector from the County to the greater Bay Area, and its Objectives and Policies include preserving community character while minimizing disruption and noise impacts associated with transit facilities. The closures to through traffic authorized by the proposed resolution constitute implementation of these Objectives and Policies.

Prior Board Actions:

5/23/17 Board authorized execution of a cooperative agreement with the City of Cotati and the City of Rohnert Park regarding a combined application submission for the establishment of joint quiet zones at Railroad Crossings within Sonoma County relating to the rail operations of Sonoma Marin Area Rail Transit; and authorized submittal of an amended Notice of Intent to establish quiet zones to the Federal Railroad Authority.

12/13/16 Board directed staff to submit a Notice of Intent for Quiet Zones at Railroad Crossings within Sonoma County relating to the rail operations of Sonoma Marin Area Rail Transit (SMART).

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

This project will improve the safe passage of motorists, pedestrian, and bicyclists at both intersections.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$75,000		
Additional Appropriation Requested			
Total Expenditures	\$75,000		
Funding Sources			
General Fund/WA GF	\$75,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$75,000		
Narrative Explanation of Fiscal Impacts:			
The engineering design and construction costs for the permanent closure of the roads is approximately \$75,000 and has been budgeted for under the installation of Supplemental Safety Measures project.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution, Location Map			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: November 14, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Terminating Through Vehicular Traffic at Intersection of Fulton Road and Hart Lane and
Intersection of Fulton Road and D Street.**

Whereas, pursuant to California Vehicle Code Section 21101(f), local agencies may prohibit entry and exit from any street by means of roadway design features to implement the circulation element of an adopted general plan; and

Whereas, Section 2.3 of the Circulation and Transit Element of the General Plan of the County of Sonoma, identifies the reliance upon the SMART passenger rail corridor as one of two primary north/south routes connecting to the greater Bay Area; and

Whereas, Objective CT-1.6 of the Circulation and Transit Element requires that circulation and transit improvements be done in a manner that, to the extent practical, is consistent with community and rural character, and minimizes air and noise pollution; and

Whereas, Policy CT-1j of the Circulation and Transit Element provides that where practical, the County shall locate and design improvements to minimize disruption of neighborhoods and communities and minimize noise impacts;

Now, Therefore, Be It Resolved that on D Street at Fulton Road, a barricade shall be constructed to prevent and prohibit entry from and exit onto Fulton Road, as identified in Exhibit "1" hereto.

Now, Therefore, Be It Further Resolved that on Hart Lane at Fulton Road, a hammerhead and an asphalt dike shall be constructed to prevent and prohibit entry from and exit onto Fulton Road, as identified in Exhibit "2" hereto.

Supervisors:

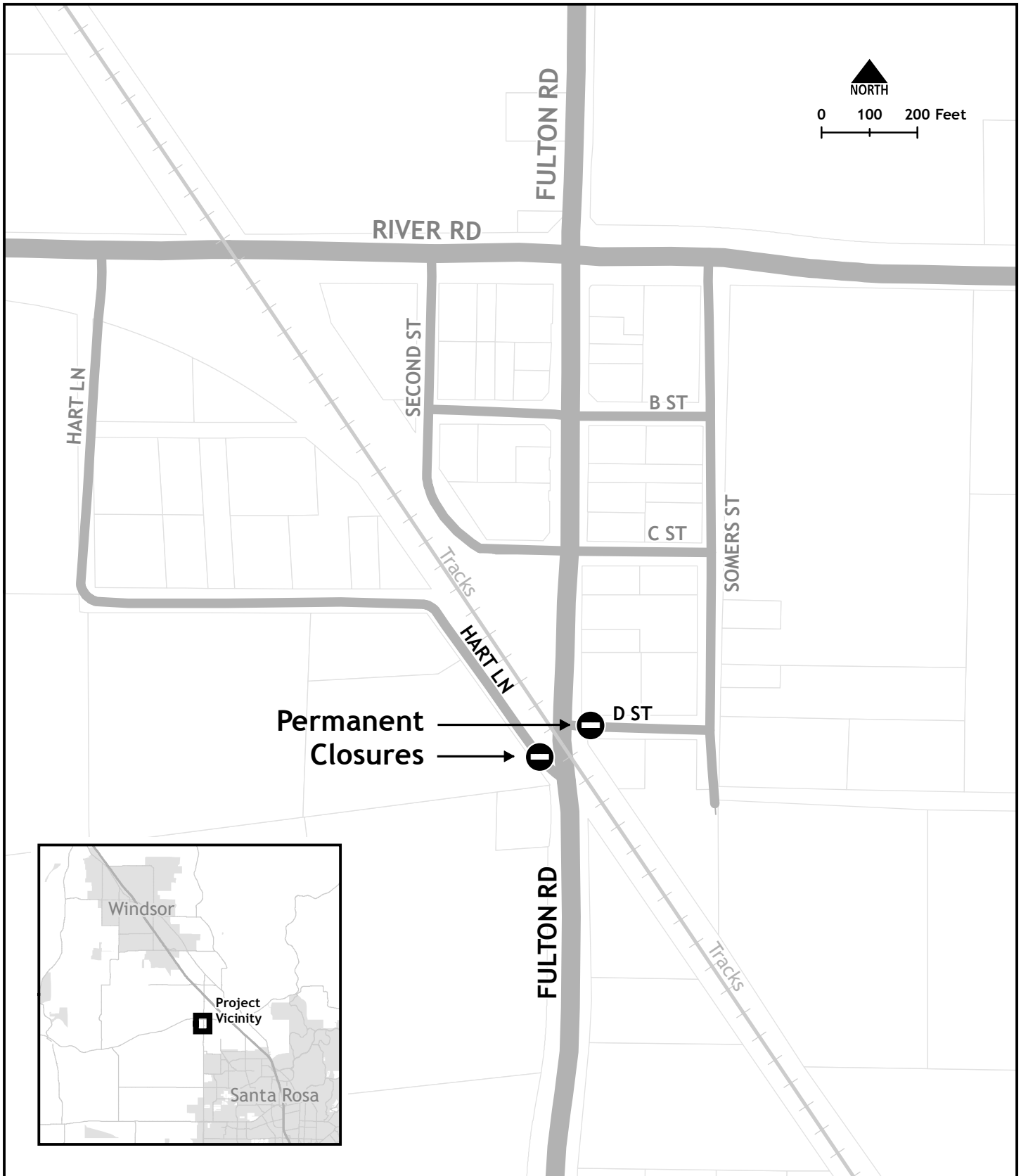
Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

Location Map

Permanent Closure to Through Traffic - Hart Lane & D Street at Fulton Road





County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 13
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, 707-565-2231

Supervisorial District(s):

Fourth

Title: Mark Thomas and Company Amendment for Rail Crossing Improvements at River Road and Hart Lane (C18003)

Recommended Actions:

Approve and authorize Chair to sign an amendment to the agreement with Mark Thomas and Company for \$98,713 increasing the contract to \$258,713 and extending the term of the agreement to June 30, 2018 for engineering services for grade crossing and design.

Executive Summary:

The Department of Transportation and Public Works (Department) is requesting the Board approve a contract amendment to the agreement with Mark Thomas and Company (Consultant) for additional engineering design and installation services related to the Sonoma Marin Area Rail Transit (SMART) railroad crossings in Penngrove and Fulton intersection improvements at River Road and Hart Lane in Fulton in the amount of \$98,713 and extending the term of the agreement by six months to June 30, 2017.

Discussion:

On February 9, 2016, the Board approved an agreement with Mark Thomas and Company for engineering design work and preparation of plans and specifications for bidding purposes related to Main Street in Penngrove and Fulton Road in the community of Fulton for Intersection Improvement Projects in the amount of \$160,000 plus a \$15,000 contingency.

The Department of Transportation and Public Works is requesting an increase to the contract with Mark Thomas and Company to cover the cost of necessary railroad crossing improvements in Penngrove and Fulton due to the high amount of underground utilities. Additionally, the following design improvements are needed at the River Road and Hart Lane intersection (C18003), adjacent to River Road grade crossing, including widening and restriping to provide a left turn pocket, a right turn pocket, a striped median, and one through lane east of the Hart Lane intersection. These improvements are located within the community of Fulton in unincorporated Sonoma County. This scope of work includes the

preparation of final contract documents (plans, specifications and construction cost estimate) for the proposed improvements based upon the conceptual design previously prepared by Mark Thomas and approved by the County.

Prior Board Actions:

2/9/2016: Board approve agreement for Rail Crossing Improvements at Main Street in Penngrove (C15065) and Fulton Road in Fulton (C15064).
 5/23/17: Board adopted a budget resolution for installation of supplemental safety measures at County railroad crossings and off-railroad crossing of \$800,000 from General Fund.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

This project will contribute to the safe passage of motorists, pedestrians, and bicyclists at intersections located in Penngrove and Fulton.

Fiscal Summary

Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$98,713		
Additional Appropriation Requested			
Total Expenditures	\$98,713		

Funding Sources

General Fund/WA GF	\$49,356		
State/Federal	\$49,356		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$98,713		

Narrative Explanation of Fiscal Impacts:

Appropriations are included in the Road Division Capital Improvements budget. Funding for agreement to come from state gas taxes and general fund contingencies allocated in FY 16/17 and re-budgeted in for use in FY 17/18.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Amendment			
Related Items "On File" with the Clerk of the Board:			
Agreement			

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment (“First Amendment”), effective as of _____, 2017 (“Effective Date”), is to that certain Agreement for Professional Services by and between the County of Sonoma (hereinafter “County”), and Mark Thomas & Company, Inc. (hereinafter “Consultant”), dated as of February 9, 2016 (the “Original Agreement,” and as supplemented and amended by this First Amendment, the “Agreement”). County and Consultant are sometimes referred to hereinafter individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, County and Consultant previously entered into the Original Agreement to provide for engineering services for the grade crossing improvement and safety design; and

WHEREAS, County and Consultant desire to amend the Agreement in order to provide additional services; and

WHEREAS, in the judgment of the Board of Supervisors of the County of Sonoma, it is necessary and desirable to amend the Agreement as set forth above.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the receipt and adequacy of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

As of the Effective Date, the Agreement shall be deemed to be amended in the following manner:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Amendment.

2. Section 1.1 of the Agreement entitled “Consultant’s Specified Services” is hereby deleted in its entirety and replaced with the following language:

Consultant shall perform services as described in Exhibits A and A-1, attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”) under the direction of the County, at its sole discretion. Work will be authorized and performed only upon the issuance of a written Notice to Proceed that is signed by the Transportation and Public Works Director or designee. Services shall be performed within the times or by specific dates pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

3. Section 2 of the Agreement entitled “Payment” is hereby deleted in its entirety and replaced with the following language:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibits A and A-1, provided, however, that total payments to Consultant shall not exceed \$224,290 without the prior written approval of County. No services under this Agreement shall be commenced without a prior written Notice to Proceed by the Transportation and Public Works Director or designee. Any work by consultant without prior written consent is not be compensable. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Transportation and Public Works Director receiving the services. The bills shall show or

include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Contingency: A contingency will be paid for authorized services as deemed necessary for services not included in Exhibit A and A-1, provided, however, that total payments to the Consultant do not exceed \$245,790. Work shall not commence on any contingency services until written authorization is received from the Transportation and Public Works Director or designee. Any contingency work done without written authorization may not be reimbursable.

4. Section 3. "Term of Agreement" of the Original Agreement is hereby deleted in its entirety and replaced with the following language:

Term of Agreement. The term of this Agreement shall be from date of execution through June 30, 2018, unless terminated earlier in accordance with the provisions of Article 4 below.

5. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

CONSULTANT:
Mark Thomas & Company

By: _____

Name:

Title:

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON
FILE WITH AN APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____

Department Head

Date: _____

APPROVED AS TO FROM FOR
COUNTY:

COUNTY COUNSEL

By: _____

Deputy County Counsel

Date: _____

By: _____

Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____

Clerk of the Boar

'Exhibit A'

SONOMA COUNTY FINAL DESIGN OF AT-GRADE RAILROAD CROSSINGS IN THE COMMUNITIES OF FULTON AND PENNGROVE

MARK THOMAS & COMPANY, INC. – SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

1.1 Management & Coordination

Mark Thomas & Company, Inc. (MTCO) will perform ongoing general project management as well as preparation of progress reports, regular maintenance of project files, communication with the County Project Manager and other staff and SMART as appropriate. This task will include writing emails, conducting conference calls and preparing and sending project information to the County and other stakeholders. It is assumed that this project will require no more than two (2) meetings.

Deliverable(s):

- Correspondence as needed
- A copy of all deliverables available to County in PDF format and original format.

TASK 2 SURVEYS / MAPPING

MTCO will provide aerial orthorectified photos for use as plan sheet backgrounds for the final design of the queue cutter signals at the at-grade crossings at Main Street/Petaluma Road and Fulton Road. As a deliverable to MTCO, this work plan assumes that the County will provide up-to-date (if available) preliminary title reports for the adjacent project parcels, identifying all easements on and exceptions to the subject properties. Using this information and other record information and adjacent recorded maps, MTCO will prepare a right of way retracement file showing existing right of way boundaries, property lines and easements adjacent to the crossings.

Deliverable(s):

- Aerial Orthorectified Photo Base Files
- Right of Way Retracement Files
- A copy of all deliverables available to County in PDF format and original format.

TASK 3 QUEUE CUTTER FINAL DESIGN

As a part of the MTCO team, W-Trans will prepare 95% and 100% plans, specifications and estimates for queue cutter signals at the at-grade crossing intersections at Main Street/Petaluma Road and Fulton Road based on the approved conceptual designs (attached) prepared by MTCO and dated October 2015. See the attached letter from W-Trans for a more detailed description of their scope of services.

Deliverable(s):

- 95% PS&E
- 100% PS&E
- A copy of all deliverables available to County in PDF format and original format.

TASK 4 QUAD GATE FINAL DESIGN

MTCO and Transit Science will prepare 65%, 95% and 100% plans, specifications and estimates for a quad gate design in Penngrove at the at the at-grade crossing intersection at Main Street/Petaluma Road. The detailed scope of services, deliverables and the basis of design for this task will be determined over the coming weeks after meeting with the County and SMART representatives.

Deliverable(s):

- To be determined
- A copy of all deliverables available to County in PDF format and original format.

EXCLUSIONS:

- CPUC Coordination or Approvals
- Environmental Documentation or Clearance
- Hazardous Material Testing and Analysis
- Public Outreach
- Topographical Survey
- Corner Records
- Hard Copy / Right of Way Record Maps
- ALTA
- Title Reports
- Geotechnical Engineering
- Drainage Design
- Utility Design
- Construction Management
- Design Support During Construction

SCOPE OF SERVICES - RIVER ROAD AT HART LANE

UNDERSTANDING

The County of Sonoma (County) intends to improve the River Road and Hart Lane intersection, adjacent to River Road grade crossing, by widening and restriping to provide a left turn pocket, a right turn pocket, a striped median and one through lane east of the Hart Lane intersection. These improvements are located in the community of Fulton in unincorporated Sonoma County. This scope of work includes the preparation of final contract documents (plans, specifications and construction cost estimate) for the proposed improvements based upon the conceptual design previously prepared by Mark Thomas and approved by the County.

TASK 1. SURVEYS AND MAPPING

Task 1.1. Utility Mapping and Right of Way Retracement

Mark Thomas will prepare utility request letters for the project. The letters will be created as a signature ready document that will be sent to utility providers on County letterhead. We will also request USA to mark existing utilities in the field. Based upon information in the utility maps from the providers and field markings from USA, we will incorporate existing utilities into our existing utility file to be included in improvement plans.

Mark Thomas will conduct a field survey to search and locate existing monuments and physical evidence required to establish the right-of-way of River Road and Hart Lane. This data will be analyzed and the existing right-of-way will be delineated. It is assumed that publicly available records will be sufficient to retrace the right-of-way. It is assumed that title reports, vesting documents and right of way documents that may be required will be provided by the County.

Task 1.2. Topographic Survey

Mark Thomas will prepare an aerial topographic survey and will perform one day of field supplemental topography as necessary to support the final design. We will compile an electronic base map of the topographic data and create a digital terrain model of the project area. The survey will include spot elevations and other relevant surface features from the topographic survey, and will become the base for improvement plans.

TASK 2. FINAL DESIGN

Task 2.1. 95% Plans, Specifications and Estimate (PS&E)

Mark Thomas will prepare 95% Plans, Specifications and Estimate (PS&E) based on the approved conceptual plan. The plans will include roadway widening along the south side of River Road approaching Hart Lane to accommodate a 100-foot right turn pocket, removal and replacement of the existing median curb within River Road, and striping that creates a 100-foot left turn pocket for WB River Road onto Hart Lane. The existing EB travel lanes on River Road will be reduced to one travel lane east of Hart Lane for approximately 150-feet. The plans will include the following six sheets:

- Cover Sheet (1)
- General Notes (1)
- Typical Sections (1)
- Layout Sheet (1)
- Construction Detail Sheets (2)
- Signing and Striping Sheet (1)
- Erosion & Sedimentation Control Plan (1)

Task 2.2. Final PS&E

Following County review of the 95% PS&E, Mark Thomas will update and finalize the documents for approval by the County and bidding.


Deliverable(s):

- 95% PS&E
- Final PS&E
- *All deliverables to be submitted in pdf format*

Scope Assumptions / Exclusions:

- Relocation of existing utilities will not be required
- New drainage facilities will not be required
- Construction staging will be developed by the contractor utilizing the latest Work Area Traffic Control Handbook (WATCH), which conforms to the guidance of the California MUTCD
- Additional Right-of-Way will not be required
- The project will disturb less than 10,000 square feet of existing pervious surface and therefore will not require storm water quality treatment facilities (C.3)
- Asphalt Concrete Pavement Section will be provided by the County or calculated utilizing a TI provided by the County and an R Value of 5
- Technical specifications will be in Caltrans 2015 format. The County will provide the specification boilerplate front-end document
- Potholing will not be required
- General cross sections are not required
- Record of Survey is not required

FEE ESTIMATE - County of Sonoma-Fulton- River Road at Hart Lane

	Mark Thomas										Subconsultants		TOTAL COST
	Principal \$310	Senior Project Manager \$200	Snior Project Engineer \$156	Design Engineer I \$106	Project Surveyor \$145	Survey Technician \$100	2 Person Field Crew \$235	Project Coordinator \$95	Total Hours	Total MT Cost	Geowing Mapping DBE	Sub Mark-Up 5%	
Task 1 SURVEYS AND MAPPING													
1.1 Utility Mapping and Right of Way Retracement			4	16	8	24	20		72	\$10,580		\$0	\$10,580
1.2 Topographic Survey					24	40	32		96	\$15,000		\$0	\$15,000
Subtotal Phase Task 1	0	0	4	16	32	64	52	0	168	\$25,580	\$0	\$0	\$25,580
Task 2 FINAL DESIGN													
2.1 95% PS&E	2	16	40	120				16	194	\$24,300		\$0	\$24,300
2.2 Final PS&E		4	40	60				8	112	\$14,160		\$0	\$14,160
Subtotal Phase Task 2	2	20	80	180	0	0	0	24	306	\$38,460	\$0	\$0	\$38,460
TOTAL HOURS	2	20	84	196	32	64	52	24	474		10500		10,974
OTHER DIRECT COSTS										\$250	\$0		\$250
TOTAL COST	\$620	\$4,000	\$13,104	\$20,776	\$4,640	\$6,400	\$12,220	\$2,280		\$64,290	\$0	\$0	\$64,290



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes Hoevertsz, (707) 565-2231

Supervisorial District(s):

All

Title: Transfer of Solid Waste Franchise Agreement and Transfer Stations/Materials Recovery Facility Operations Agreement

Recommended Actions:

Approve two Assignment, Novation, and Consent Agreements consenting to the assignment of the following agreements to Recology Sonoma Marin, a subsidiary of Recology, Inc.:

1. Amended and Restated Solid Waste Franchise Agreement By and Between the County of Sonoma and Redwood Empire Disposal Sonoma County, Inc. dated October 19, 2010, as previously amended; and
2. Agreement for Operations of Sonoma County Transfer Stations and Materials Recovery Facility Between The Ratto Group of Companies, Inc. and Republic Services of Sonoma County, Inc. dated March 21, 2013.

Executive Summary:

The Ratto Group of Companies, Inc. ("Ratto Group"), the parent corporation to Redwood Empire Disposal Sonoma County, Inc. ("Redwood Disposal"), has entered into an agreement to sell substantially all of its assets to Recology, Inc. and its designated affiliates, who will continue the franchise collection operations in the unincorporated areas of Sonoma County. The Ratto Group is requesting that the County consent to the assignment of the Amended and Restated Solid Waste Collection Franchise Agreement ("Franchise Agreement"), as amended, from Redwood Disposal to Recology Sonoma Marin, a subsidiary of Recology, Inc. Upon the assignment of the Franchise Agreement, Recology Sonoma Marin will be subject to the terms and conditions of the Franchise Agreement and will continue to perform the obligations thereunder. The County's consent will become effective as of the closing of the transaction and will have no effect unless the closing of the transaction occurs. The transaction is expected to close in November 2017.

The Ratto Group of Companies Inc. has complied with the process set forth in Article 11 of the Franchise Agreement. Three years of audited financial statements for Recology Inc. were submitted to and reviewed by County Counsel and the Auditor-Controller-Treasurer-Tax Collector. The County auditors

analyzed the financial statements and confirmed that Recology Sonoma-Marin is backed by a financial structure adequate to support its performance of the operations required under the Franchise Agreement. The County has received a Guaranty Agreement from the parent company, Recology Inc., ensuring Recology Sonoma-Marin's performance.

In addition, the Ratto Group is requesting that the County consent to the assignment of the "Agreement for Operation of Sonoma County Transfer Stations and Materials Recovery Facility between the Ratto Group of Companies, Inc. and Republic Services of Sonoma County, Inc." (the "Transfer Stations/ Materials Recovery Facility Agreement") to Recology Sonoma Marin. The Transfer Stations/ Materials Recovery Facility Agreement is Exhibit I of the Master Agreement for Operation of the Central Landfill and County Transfer Stations between the County of Sonoma and Republic Services of Sonoma County, Inc., dated April 23, 2013 ("Master Operations Agreement"). The Ratto Group is the Prime Subcontractor of Republic Services of Sonoma County Inc. under the Master Operations Agreement. Article 11 of the Transfer Stations/ Materials Recovery Facility requires that the County consent to any assignment. Republic Services of Sonoma County Inc. has consented to the assignment of the Transfer Stations/Material Recovery Facility Agreement to Recology Sonoma Marin.

Discussion:

History of the Franchise Agreement

The original Agreement with Redwood Empire Disposal of Sonoma County, Inc., was approved by the Board on September 29, 2009 and the Amended and Restated Agreement was approved on October 19, 2010. The 20-year Franchise Agreement provides monthly franchise fees to the County based upon a percentage of gross revenue resulting from the franchise hauler's operation; ensures that all solid waste collected is delivered to the County's regional disposal system; provides special services including bulky item pickup, street sweeping, dead animal collection, roadside collection of whole Christmas trees after the holiday, and walk-in service for the disabled free of charge. Additional contract provisions address control of solid waste flow, residual waste from the single-stream recycling facility, processing construction and demolition wastes, customer service, vehicle standards, and auditing and reporting requirements.

The First Amendment to the Franchise Agreement approved by the Board on April 19, 2011, expanded the service areas by adding customers in the area of Lake Sonoma into the Cloverdale Rate Zone and the customers south of Highway 37 into the Sebastopol/South Sonoma County Rate Zone, and updated the service area descriptions and rate zone maps.

The Second Amendment to the Franchise Agreement approved by the Board on July 24, 2014, expanded the dead animal collection program, updated the street sweeping program to comply with Federal Regulations, and increased the franchise fee percentage to 11% to cover the cost of these expanded programs.

The Third Amendment to the Franchise Agreement approved by the Board on November 3, 2015 aligned the timing of annual adjustments to the annual adjustments in the Master Operating Agreement; eliminated age restriction for vehicles in inventory; revised services rates effective October 1, 2015 to include the concession fees for solid waste disposal and yard and wood waste disposal, the annual adjustment, and organics overhaul; amended Exhibit G – Annual Rate Adjustment Methodology for Solid

Waste Collection Rates to allow increases to wood and yard waste tipping fees; and amend various sections of the Agreement for clarification.

History of the Master Operations Agreement

The Master Operations Agreement is the product of the three-year County City Solid Waste Advisory Group collaborative process between the Cities, the County and a diverse group of public stakeholders. The public process was launched by the Board of Supervisors in December 2009 to build consensus regarding Sonoma County's long-term solid waste and recycling strategy. The provisions of the Master Operations Agreement were carefully crafted to accomplish fundamental goals to create a system that provides:

1. Increased diversion; decreased landfill disposal.
2. Public ownership for "local control;" private operations for "economic efficiencies."
3. No pre-set volume (put-or-pay) disposal commitments which supports increased diversion and local flexibility.
4. Long term liability relief for closure, post-closure, and unforeseen environmental liabilities at the Central Landfill site.
5. A sustainable rate model that works with high levels of waste diversion.
6. In-county landfill to end reliance on outhaul export of Sonoma County trash.
7. Quantifiable greenhouse gas reductions.
8. Ongoing funding for education, household hazardous waste, and other programs.
9. Ongoing funding source for closed county landfill sites.

The Committed Cities (excluding the City of Petaluma) agreed to commit their waste streams to Republic Services of Sonoma County, Inc. for a 25-year term and have approved the waste delivery agreements and entered into the Landfill Settlement Agreement, a settlement agreement with the County that dictates how concession payments under the Master Operations Agreement are appropriated for the four of the seven county owned closed landfills. On April 1, 2015, the MOA became effective, and Republic Services of Sonoma County, Inc. began operating the County solid waste facilities.

The First Amendment to the Master Operations Agreement increased the waste commitment period from 20 years to 25 years, added the finalized County Concession Payment Schedule, Initial Gate Rate and Service Fee, and Waste Management Agency Fee Payment Schedule.

The Second Amendment to the Master Operations Agreement added the two acres where the Sonoma Transfer Station reuse and recycling operations are located and added those services to Republic Services of Sonoma County, Inc.'s responsibilities, and added the installation of a storm water treatment system needed for the County to comply with the Settlement Agreement with the California Sport Fishing Protection Alliance dated September 19, 2013 for which the County reimbursed Republic Services of Sonoma County, Inc.

The Assignment, Novation, and Consent Agreements consenting to the assignment of the Franchise Agreement and the Transfer Stations/Materials Recovery Facility have been reviewed and approved as to form by County Counsel. Staff recommend that the Board approve both Assignment, Novation, and Consent Agreements and authorize the Chair to execute those Assignment Agreements on behalf of the County.

Prior Board Actions:

11/3/16: Board approved Amendment No. 3 to the Amended and Restated Solid Waste Collection Franchise Agreement By and Between the County of Sonoma and Redwood Empire Disposal (“Franchise Agreement”) to revised Exhibit E (Service Rates), amend Exhibit G (Annual Rate Adjustment Methodology), and align the timing of annual adjustments.

03/01/16: Board approved the Second Amendment to the Master Operations Agreement (MOA) to add the Sonoma Transfer Station recycling area and reimbursement for purchasing and installing storm water equipment.

03/03/15: Board approved the First Amendment to the MOA, the Landfill Settlement Agreement, the Limited Term Indemnity Agreement with Republic Services of Sonoma County, Inc., and the Joint Defense and Indemnity Agreement with Sonoma County Waste Management Agency.

7/22/14: Board approved Amendment No. 2 to the Franchise Agreement to expand the dead animal collection program; update the street sweeping program to comply with Federal regulations; and increase the Franchise Fee from 10% to 11%. 4/23/13: Board approved the MOA.

4/19/11: Board approved Amendment No. 1 to the Franchise Agreement to incorporate Lake Sonoma customers into the Cloverdale rate zone and customers south of Highway 37 into the Sebastopol /South Sonoma County rate zone.

10/19/10: Board approved the Franchise Agreement adding additional services including dead animal pick-up and construction and demolition debris sorting at two transfer station sites and other cleanup language.

09/29/09: Board adopted Resolution No. 09-0923 approving a 20-year Solid Waste Collection Franchise Agreement with Redwood Empire Disposal.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The Solid Waste Collection Franchise Agreements provide the Sonoma County communities with safe and efficient collection services for solid waste disposal, diverting recyclables, and out hauling organic materials, and Goal 2: Economic and Environmental Stewardship, providing the community with a solid waste system which is focused on providing increased recycling and greenhouse gas reductions in a manner that is economically efficient.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	0	0	0
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
There is no expense to the Integrated Waste Division budget related to the approval of the assignment of the franchise agreement or the authorization of the assignment of Exhibit I of the Master Operations Agreement to Recology, Inc.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Assignment and Assumption Agreement with The Ratto Group, Republic Services of Sonoma County, Inc. and Recology Sonoma Marin			
Attachment 2: Assignment Novation and Consent Agreement for Transfer of Solid Waste Franchise (Redwood Empire Disposal- Recology)			
Attachment 3: Assignment Novation and Consent Agreement for Transfer of MRF Operating Agreement (Ratto Group- Recology)			
Attachment 4: Assessment of Recology, Inc. Financial Statements			

Related Items “On File” with the Clerk of the Board:

ON FILE 1: Amended and Restated Solid Waste Collection Franchise Agreement with Redwood Empire Disposal of Sonoma County, Inc. (“Franchise Agreement”).

ON FILE 2: First Amendment to the Franchise Agreement.

ON FILE 3: Second Amendment to the Franchise Agreement.

ON FILE 4: Third Amendment to the Franchise Agreement.

ON FILE 5: The Master Operations Agreement between the County and Republic Services of Sonoma County, Inc.

ON FILE 6: First Amendment to the Master Operations Agreement.

ON FILE 7: Second Amendment to the Master Operations Agreement.

Assignment and Assumption Agreement

This "Assignment and Assumption Agreement" ("Agreement") is by and between The Ratto Group of Companies, Inc., a Delaware corporation ("TRG"), Recology Sonoma Marin, a California corporation ("Recology") and Republic Services of Sonoma County, Inc. ("Republic"). This Agreement shall be effective (the "Effective Date") upon (a) the execution and delivery of this Agreement by all parties and (b) the satisfaction or waiver by Republic of all conditions in paragraph 5 herein.

This Agreement is made with respect to the following Recitals.

Recitals

Whereas, TRG and Republic are parties to: (1) an "Agreement for the Operation of Sonoma County Transfer Stations and Materials Recovery Facility between the Ratto Group of Companies, Inc. and Republic Services of Sonoma County, Inc.," dated March 21, 2013; (2) the Letter Agreement re "Negotiations for Operation of Sonoma County Transfer Stations and Materials Recovery Facility," dated March 26, 2013; and (3) the "Services Agreement for the Reuse and Recycling Operations at the Central Disposal Site and the Healdsburg Transfer Station," dated January 1, 2016. These three agreements are collectively referred to herein as the "TRG/Republic Agreements," and are attached hereto as Exhibits A through C, respectively.

Whereas, TRG owns and/or controls subsidiaries and/or affiliates that are the franchised waste collection haulers in six of the cities of Sonoma County (the "Franchising Cities"). They are: North Bay Corporation, a California corporation, which is the franchised hauler for the City of Santa Rosa; Redwood Empire Disposal, Inc., a California corporation, which is the franchised hauler for the cities of Cotati, Cloverdale, Sebastopol and Healdsburg; and Rohnert Park Disposal, Inc., a California corporation, which is the franchised hauler for the City of Rohnert Park. Each of these franchised haulers have entered into agreements with each of their Franchising Cities and Republic to be bound by their Franchising Cities' waste delivery commitments to deliver all "City Committed Waste" and all "Construction and Demolition Debris" (as such terms are defined in those agreements) to Republic and to the County solid waste facilities. These franchised hauler agreements are collectively referred to herein as the "Franchised Hauler Agreements").

Whereas, TRG and its owners and affiliated entities have entered into an asset purchase agreement (the "APA") with Recology and its affiliated entities whereby TRG is selling all of TRG's business operations in Sonoma County to Recology, including TRG's rights under the TRG/Republic Agreements.

Whereas, in order to effectuate the sale of TRG's Sonoma County business to Recology, TRG and Recology have each asked Republic to consent to the assignment

of the TRG/Republic Agreements by TRG to Recology, such assignment to be effective (a) upon the satisfaction of all conditions precedents in paragraph 5 and (b) as of the closing of the transactions contemplated by the APA (the "Closing"). As one of the inducements to Republic to consent to such assignments, Recology has agreed to enter into new Franchised Hauler Agreements with Republic and each of the above listed Franchising Cities, and to fully honor and comply with each of their waste delivery commitments to Republic and the County facilities.

THEREFORE, in consideration of the foregoing Recitals and the mutual covenants of the parties in this Agreement, the parties agree as follows:

1. Assignment and Delegation. Subject to and effective as of the both (a) the satisfaction of the conditions in Paragraph 5 and (b) the Closing, TRG will assign to Recology all of its rights and benefits under each of the TRG/Republic Agreements, which rights or benefits exist or arise on or after the Closing. TRG hereby delegates to Recology the performance of all of TRG's and its affiliates and subsidiaries' obligations, duties and covenants under each of the TRG/Republic Agreements owed to Republic and the County, existing or arising on or after the Closing.
2. Recology Acceptance of Assignment and Delegation. Subject to and effective as of the both (a) the satisfaction of the conditions in Paragraph 5 and (b) the Closing, Recology will agree to and accepts the assignment of each of the TRG/Republic Agreements, and will assume and covenant to keep, perform, and fulfill, except as expressly provided in the TRG/Republic Agreements, the executory portion of the terms, covenants, conditions, and obligations of each of the TRG/Republic Agreements required to be kept, performed, and fulfilled by TRG or its affiliates and/or subsidiaries existing on or arising after the Closing.
3. Republic Consent. In consideration of the covenants of TRG and Recology set forth herein, and conditioned on the satisfaction in full of all of the conditions in Paragraph 5 below, Republic hereby consents to such assignments and delegations.
4. Franchised Hauler Agreements. Recology and each of the six Franchising Cities shall fully execute and deliver to Republic new Franchised Hauler Agreements for each of the six respective Franchising Cities, in a form reasonably acceptable to Republic. Recology assumes and covenants to keep, perform, and fulfill, except as expressly provided in the new Franchised Hauler Agreements, the terms, covenants, conditions, and obligations of the Franchised Hauler under each of the new Franchised Hauler Agreements.
5. Conditions to Effectiveness of The Agreement. This effectiveness of this Agreement is subject to each the following conditions, which are for the sole benefit of Republic: (a) this Agreement has been fully executed by, and delivered to Republic by, TRG and Recology; (b) Sonoma County has consented to the assignment of the "Agreement for the Operation of Sonoma County Transfer Stations and Materials Recovery Facility between the Ratto Group of Companies, Inc.

and Republic Services of Sonoma County, Inc.," by TRG to Recology; (c) a new Franchised Hauler Agreement for each of the six Franchising Cities reasonably acceptable to Republic has been fully executed by Recology and the applicable Franchising City whose waste stream is the subject of each such agreement, and delivered to Republic; and (d) Recology has obtained insurance coverage as required under the "Agreement for the Operation of Sonoma County Transfer Stations and Materials Recovery Facility," and has delivered insurance certificates evidencing such coverage to Republic and the County. Republic may waive any or all of these conditions at any time, in its sole discretion, provided such waiver is in a writing signed by an authorized representative of Republic.

6. No Release of Pre-Assignment Obligations. Nothing in this Agreement shall be deemed or interpreted to release TRG or any of its subsidiaries or affiliates from any obligations, duties and covenants owed to Republic, which exist on or arose from occurrences or transactions occurring on or before the Closing. Without limiting the generality of the foregoing, the defense and indemnity obligations of TRG and its subsidiaries and/or affiliates to Republic, if any, under each of the TRG/Republic Agreements shall survive the Closing.

7. Other Instruments. Each party will, whenever and as often as it shall be reasonably requested so to do by the other, cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and, purpose of this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior or contemporaneous agreements or understandings, verbal or written, between the Parties hereto respecting such matters. This Agreement may be amended by written agreement of amendment executed by both Parties hereto, but not otherwise.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

10. Assignment or Transfer of this Agreement. Neither TRG nor Recology may assign or transfer their respective rights or obligations under this Agreement without the prior written consent of Republic, which consent Republic may withhold in its sole discretion. No transfer or assignment in violation of this paragraph shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

11. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

12. Attorneys' Fees. In the event of any lawsuit or legal proceeding to enforce or interpret any of the provisions of this Agreement, or any dispute arising hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees and costs of litigation as against the adverse party.

13. Notice Address. Recology's address for receipt of notices under each TRG/Republic Agreement shall be:

Recology Sonoma Marin
 Attention: Legal Department
 50 California Street, 24th Floor
 San Francisco, CA 94111

Dated: _____	THE RATTO GROUP OF COMPANIES, INC., A DELAWARE CORPORATION By: _____ Name: _____ Title: _____
Dated: _____	RECOLOGY SONOMA MARIN, A CALIFORNIA CORPORATION By: _____ Name: _____ Title: _____
Dated: _____	REPUBLIC SERVICES OF SONOMA COUNTY, INC., A DELAWARE CORPORATION By: _____ Name: _____ Title: _____

ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT (the “Assignment”) is made as of ____ day of November, 2017, (“Assignment”) by and among Redwood Empire Disposal Sonoma County, Inc., a California corporation (“Assignor”), Recology Sonoma Marin, a California corporation (“Assignee”), and the County of Sonoma, a political subdivision of the State of California (“County”). Assignor, Assignee, and County are sometimes referred to hereinafter individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Assignor and County entered into that certain “Amended and Restated Solid Waste Collection Agreement By and Between The County of Sonoma and Redwood Empire Disposal Sonoma County, Inc.” dated October 19, 2010, granting Assignor an exclusive franchise to collect all solid waste generated in the Service Area (the “Amended and Restated Franchise Agreement”); and

WHEREAS, on April 19, 2011, Assignor and County entered into that certain First Amendment to the Amended and Restated Franchise Agreement (the “First Amendment”) in order to add the Lake Sonoma customers to the Cloverdale Zone and the Tubbs Island customers to the Sebastopol/South Sonoma County Zone; and

WHEREAS, on July 22, 2014, Assignor and County entered into that certain Second Amendment to the Amended and Restated Franchise Agreement (the “Second Amendment”) in order to: (1) expand the dead animal collection program; (2) update the NPDES street sweeping program to comply with NPDES regulations; and (3) increase the Franchise Fee from ten percent (10%) to eleven percent (11%) to be more in line with other jurisdictions; and

WHEREAS, on November 3, 2015, Assignor and County entered into that certain Third Amendment to the Amended and Restated Franchise Agreement (the “Third Amendment”) in order to: (1) align the annual adjustments to customer service rates to the annual adjustments that occur at the Central Disposal Site under the Master Operations Agreement between the County and Republic Services of Sonoma County, Inc.; (2) make changes to requirements for vehicle inventory; (3) amend Exhibit G (Annual Rate Adjustment Methodology for Solid Waste Collection Rates) in order to adjust the weighted rates and add organics disposal; (4) amend language of the Amended and Restated Franchise Agreement to clarify various sections identified by an audit that was completed in August 2015 by the Sonoma County Auditor-Controller-Treasurer-Tax Collector; and

WHEREAS, the Amended and Restated Franchise Agreement—as previously amended by the First Amendment, the Second Amendment, and the Third Amendment—is referred to hereinafter as the “Franchise Agreement;” and

WHEREAS, Assignor's parent company, The Ratto Group of Companies, Inc., a Delaware corporation ("Ratto"), and Assignee's parent company, Recology Inc., a California corporation ("Recology Inc."), have entered into an agreement whereby Ratto is selling all of its business operation in Sonoma County to Recology Inc. and its designated affiliates, including Assignor's rights under the Franchise Agreement (the "Transaction"); and

WHEREAS, Assignee wishes to acquire the Franchise Agreement and to continue to provide solid waste collection services to County in accordance with the terms and conditions of the Franchise Agreement; and

WHEREAS, as a condition of considering this Assignment, County required Recology Inc. to enter into a Guaranty, Indemnification, and Release Agreement (the "Guaranty") guaranteeing Assignee's performance under the Franchise Agreement; and

WHEREAS, subject to said Guaranty, County is willing to release Assignor from the obligations under the Franchise Agreement and to consent to Assignee assuming such obligations under the Franchise Agreement; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises hereto and the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a material part of this Assignment.
2. Capitalized Terms. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Franchise Agreement.
3. Assignment. Subject to and effective as of the closing of the Transaction (the "Effective Date"), Assignor does hereby assign, transfer, and convey to the Assignee all of Assignor's title, rights, obligations, and interest in, to, and under the Franchise Agreement through midnight on October 31, 2029.
4. Assumption of Assignor's Obligations. Assignor and Assignee understand and agree that any transfers or assignments of the Franchise Agreement are conditioned upon the Assignee, as successor in interest, accepting all rights and/or obligations under the Franchise Agreement as of the Effective Date and further understand and agree that Assignor is not relieved of any of its obligations under the Franchise Agreement prior to the Effective Date. Assignee hereby accepts such assignment of the Franchise Agreement as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to, and under the Franchise Agreement from and after the Effective Date. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.

5. Assignee's Representations. Assignee represents and warrants that it has the operational and financial ability, as well as the legal authority, to satisfy all of the obligations under the Franchise Agreement. As authorized by the terms of the Franchise Agreement, County has obtained a Guaranty from Assignee's parent company—Recology Inc.—guaranteeing Assignee's performance under the Franchise Agreement.
6. County Consent to Substitution. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the Effective Date.
7. Novation. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Franchise Agreement arising on or after the Effective Date.
8. Cooperation. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of County information to Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Franchise Agreement from and after the Effective Date.
9. Indemnification by Assignor. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Franchise Agreement and subject to the terms of the Franchise Agreement prior to the Effective Date.
10. Integration. This Assignment constitutes the entire agreement concerning the assignment between the Parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
11. Counterparts. This Assignment may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

ASSIGNOR:

Redwood Empire Disposal Sonoma County, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

Recology Sonoma Marin, [need form of business entity]

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

THE COUNTY OF SONOMA, a Political
Subdivision of the State of California

By: _____

Shirlee Zane, Chair
Sonoma County Board of Supervisors

APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Johannes Hoevertsz, Director
Department Transportation & Public Works

APPROVED AS TO FORM FOR COUNTY:

By: _____
Robert Pittman, Assistant County Counsel,

ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT (the “Assignment”) is made as of ____ day of November, 2017, (“Assignment”) by and among The Ratto Group of Companies, Inc., a Delaware corporation (“Assignor”), Recology Sonoma Marin, a California corporation (“Assignee”), and the County of Sonoma, a political subdivision of the State of California (“County”). Assignor, Assignee, and County are sometimes referred to hereinafter individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Assignor’s subsidiary, Redwood Empire Disposal of Sonoma County, Inc. (“Redwood Disposal”), and County entered into that certain “Amended and Restated Solid Waste Collection Agreement By and Between The County of Sonoma and Redwood Empire Disposal Sonoma County, Inc.” dated October 19, 2010, granting Redwood Disposal an exclusive franchise to collect all solid waste generated in the Service Area (the “Amended and Restated Franchise Agreement”); and

WHEREAS, on April 19, 2011, Redwood Disposal and County entered into that certain First Amendment to the Amended and Restated Franchise Agreement (the “First Amendment”) in order to add the Lake Sonoma customers to the Cloverdale Zone and the Tubbs Island customers to the Sebastopol/South Sonoma County Zone; and

WHEREAS, on July 22, 2014, Redwood Disposal and County entered into that certain Second Amendment to the Amended and Restated Franchise Agreement (the “Second Amendment”) in order to: (1) expand the dead animal collection program; (2) update the NPDES street sweeping program to comply with NPDES regulations; and (3) increase the Franchise Fee from ten percent (10%) to eleven percent (11%) to be more in line with other jurisdictions; and

WHEREAS, on November 3, 2015, Redwood Disposal and County entered into that certain Third Amendment to the Amended and Restated Franchise Agreement (the “Third Amendment”) in order to: (1) align the annual adjustments to customer service rates to the annual adjustments that occur at the Central Disposal Site under the Master Operations Agreement between the County and Republic Services of Sonoma County, Inc.; (2) make changes to requirements for vehicle inventory; (3) amend Exhibit G (Annual Rate Adjustment Methodology for Solid Waste Collection Rates) in order to adjust the weighted rates and add organics disposal; (4) amend language of the Amended and Restated Franchise Agreement to clarify various sections identified by an audit that was completed in August 2015 by the Sonoma County Auditor-Controller-Treasurer-Tax Collector; and

WHEREAS, the Amended and Restated Franchise Agreement—as previously amended by the First Amendment, the Second Amendment, and the Third Amendment—is referred to hereinafter as the “Franchise Agreement;” and

WHEREAS, Assignor and Assignee's parent company, Recology Inc., a California corporation ("Recology Inc."), have entered into an agreement whereby Assignor is selling all of its business operations in Sonoma County to Recology, Inc. and its designated affiliates, including Redwood Disposal's rights under the Franchise Agreement (the "Transaction"); and

WHEREAS, Assignor has accomplished that assignment through that certain "Assignment, Novation, and Consent Agreement" by and between the County, Redwood Disposal, and Assignee of even date herewith; and

WHEREAS, Assignor and Republic Services of Sonoma County, Inc. ("Republic") are parties to that certain "Agreement for the Operation of Sonoma County Transfer Stations and Materials Recovery Facility between the Ratto Group of Companies, Inc. and Republic Services of Sonoma County, Inc.," dated March 21, 2013; (2) the Letter Agreement re "Negotiations for Operation of Sonoma County Transfer Stations and Materials Recovery Facility," dated March 26, 2013; and (3) the "Services Agreement for the Reuse and Recycling Operations at the Central Disposal Site and the Healdsburg Transfer Station," dated January 1, 2016; (collectively referred to herein as the "Ratto/Republic Agreements"); and

WHEREAS, Republic has consented to the assignment of all of Assignor's rights and obligations under the Ratto/Republic Agreements to Assignee; and

WHEREAS, Article 11 of the Agreement for the Operation of Sonoma County Transfer Stations and Materials Recovery Facility between the Ratto Group of Companies, Inc. and Republic Services of Sonoma County, Inc., dated March 21, 2013 (the "Transfer Station/MRF Agreement") requires the County's written consent to any such assignment; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Ratto/Republic Agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the promises hereto and the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a material part of this Assignment.
2. Capitalized Terms. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Ratto/Republic Agreements.
3. Assignment. Subject to and effective as of the closing of the Transaction (the "Effective Date"), Assignor does hereby assign, transfer, and convey to the Assignee all of Assignor's title, rights, obligations, and interest in, to, and under the Ratto/Republic Agreements.

4. Assumption of Assignor's Obligations. Assignor and Assignee understand and agree that any transfers or assignments of the Ratto/Republic Agreements are conditioned upon the Assignee, as successor in interest, accepting all rights and/or obligations under the Ratto/Republic Agreements as of the Effective Date and further understand and agree that Assignor is not relieved of any of its obligations under the Ratto/Republic Agreements prior to the Effective Date. Assignee hereby accepts such assignment of the Ratto/Republic Agreements as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to, and under the Ratto/Republic Agreements from and after the Effective Date.
5. Assignee's Representations. Assignee represents and warrants that it has the operational and financial ability, as well as the legal authority, to satisfy all of the obligations under the Ratto/Republic Agreements.
6. County Consent to Substitution. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the Effective Date.
7. Novation. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Ratto/Republic Agreements arising on or after the Effective Date.
8. Cooperation. Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of County information to Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Ratto/Republic Agreements from and after the Effective Date.
9. Indemnification by Assignor. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Ratto/Republic Agreements and subject to the terms of the Ratto/Republic Agreements prior to the Effective Date.
10. Integration. This Assignment constitutes the entire agreement concerning the assignment between the Parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
11. Counterparts. This Assignment may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

ASSIGNOR:

The Ratto Group of Companies, Inc., a Delaware corporation, for itself and its Affiliates: North Bay Corporation; Rohnert Park Disposal, Inc.; Santa Rosa Recycling and Collection, Inc.; Redwood Empire Disposal, Inc.; Windsor Refuse & Recycling, Inc.; Timber Cove Recycling, Inc.; West Sonoma County Disposal, Inc.; and Redwood Empire Disposal Sonoma County, Inc.; all California corporations.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

Recology, Inc., a California corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

THE COUNTY OF SONOMA, a Political
Subdivision of the State of California

By: _____

Shirlee Zane, Chair
Sonoma County Board of Supervisors

APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____

Johannes Hoevertsz, Director
Department Transportation & Public Works

APPROVED AS TO FORM FOR COUNTY:

By: _____

Robert Pittman, Assistant County Counsel,

ERICK ROESER
AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

**AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR**
585 FISCAL DRIVE, SUITE 100
SANTA ROSA, CA 95403
PHONE (707) 565-2631
FAX (707) 565-3489



JONATHAN KADLEC
ASSISTANT AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

AMANDA THOMPSON
ASSISTANT AUDITOR-CONTROLLER
TREASURER-TAX COLLECTOR

November 7, 2017

Sonoma County Department of Transportation and Public Works
2300 County Center Dr., Suite B100
Santa Rosa, CA 95403

Attention: Trish Pisenti, Integrated Waste Operations Division Manager

Re: Assessment of Recology, Inc. Financial Statements

The Audit Division of the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office has completed an analysis of certain financial information of Recology, Inc. to assist you with your consideration of a request to assign the Solid Waste Collection Franchise Agreement, currently in place with Redwood Empire Disposal, Inc., to Recology Sonoma-Marin. You have asked us to perform the financial analysis on Recology, Inc. because, as the parent company, it would guarantee Recology Sonoma-Marin's performance under the agreement.

Our analysis did not identify any issues that lead us to believe that Recology, Inc. is or, in the near future, likely to be in any serious financial difficulty that will prevent it from fulfilling its responsibility under the agreement. Recology, Inc. has liquidity and leverage ratios that are in line with that of three peer companies we selected for our analysis. Recology, Inc.'s profitability ratio is significantly lower than that of the peer companies we selected. As explained by Recology, Inc.'s management, that is due to the difference in the business models. Recology, Inc. owns fewer landfills than its top competitors and recycles a majority of its collection, a less profitable approach than disposing collection in landfills. The competitors on the other hand dispose a majority of their collection in landfills they own and operate. Recology, Inc.'s profitability however is sufficient to continue operations and provide a reasonable return to the owners (the return on equity is in line with that of the peers). Recology, Inc.'s future profitability may be more volatile due to fluctuations in the market for recyclable material.

Recology, Inc. is 100% employee owned. Recology, Inc. and its subsidiaries (collectively, Recology) provide integrated waste services to residential, commercial, municipal, and industrial customers in California, Oregon, Nevada, and Washington. The Company's services include refuse collection, recycling, organics processing and other waste diversion, transfer station operations, hauling operations, operation of Recology-owned landfills, and third-party landfill management services.

The objective of our assessment is to perform certain financial analysis using Recology, Inc.'s audited financial statements and discuss the results. We did not perform an audit of Recology, Inc.'s financial statements and accordingly are not expressing an opinion on the fairness of Recology, Inc.'s financial statements. To accomplish our objective we calculated key financial ratios using three years of Recology, Inc.'s audited financial statements (for the years ended December 31, 2014, 2015 and 2016) and compared them to those of three publicly traded companies engaged in the same industry; Waste Management, Republic Services and Waste Connections. We reviewed Recology, Inc.'s liquidity, leverage and profitability ratios as discussed below:

- A) Liquidity Ratios – These ratios are used to assess an entity's ability to pay its bills as they come due.

The current and quick ratios of Recology, Inc. for all the years we reviewed compare favorably with that of the peer entities we included in our review, suggesting that Recology, Inc.'s operations provide sufficient cash flow for it to pay its obligations as they come due.

- B) Leverage Ratios (Debt to Equity) –This ratio is used to measure the solvency of the company. In general, a high debt-to-equity ratio indicates that a company may not be able to generate enough cash to satisfy its debt obligations. However, low debt-to-equity ratios may also indicate that a company is not taking advantage of the increased profits that financial leverage may bring.

Recology, Inc.'s debt to equity ratio is in line with that of the three peer companies, suggesting Recology, Inc. is not taking excessive risk through leveraging.

- C) Profitability Ratio - These ratios assess the profitability of the company.

Recology, Inc.'s return on equity ratio compares favorably with that of its peer companies, suggesting the owners are earning reasonable returns for their investments.

Recology, Inc.'s net profit margin compares unfavorably with that of the peer companies. This is due to the difference in business model discussed above.

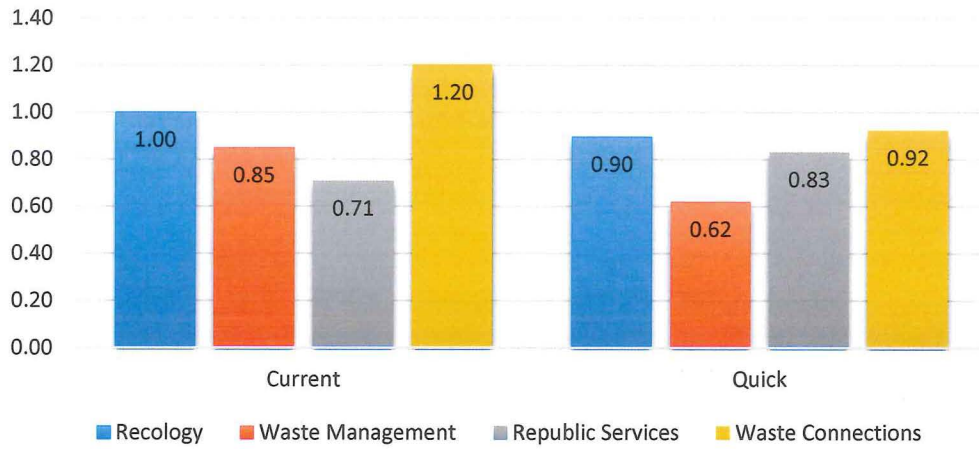
Please let us know if we can be of further assistance.

Sincerely,

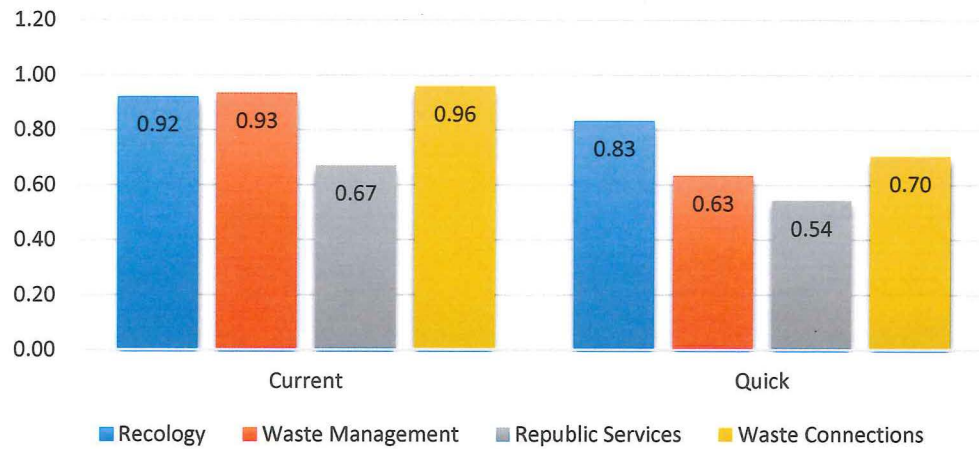


Kanchan K. Charan, CPA
Audit Manager

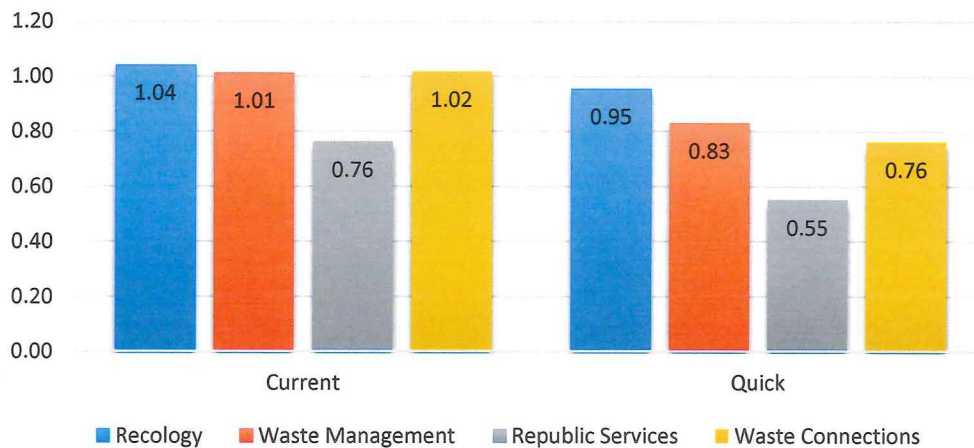
2016 Liquidity Ratio Comparison



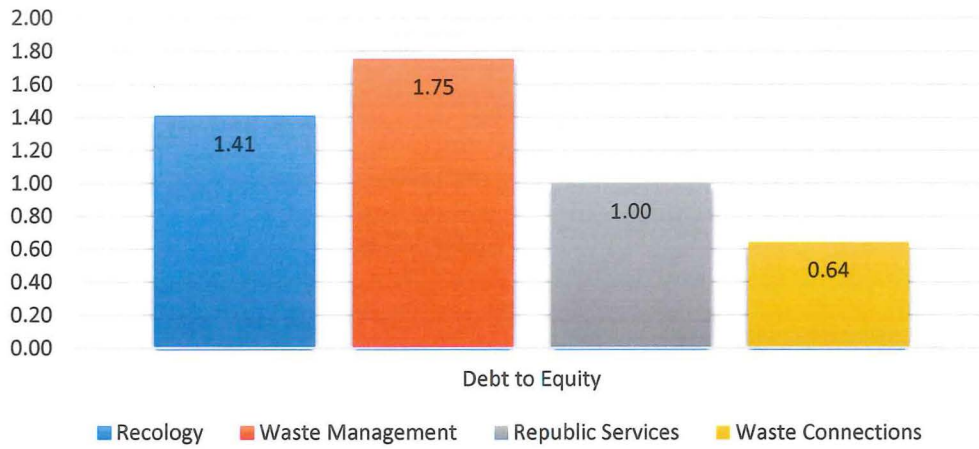
2015 Liquidity Ratio Comparison



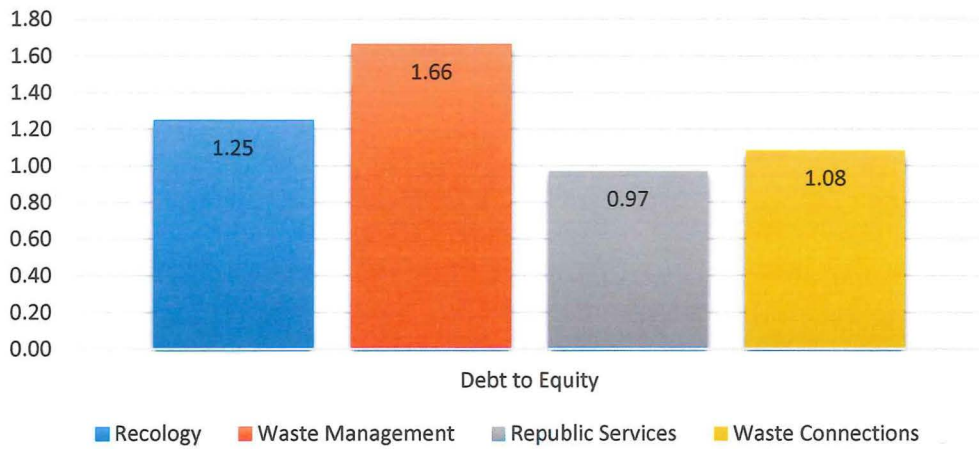
2014 Liquidity Ratio Comparison



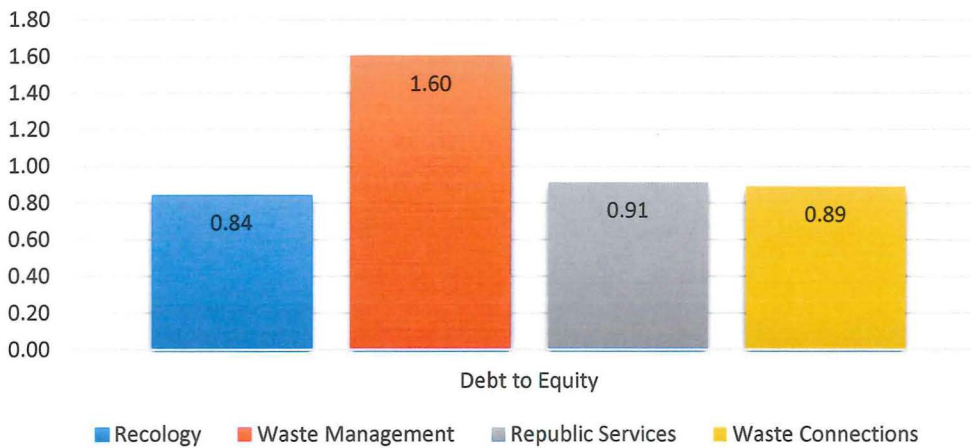
2016 Leverage Ratio Comparison



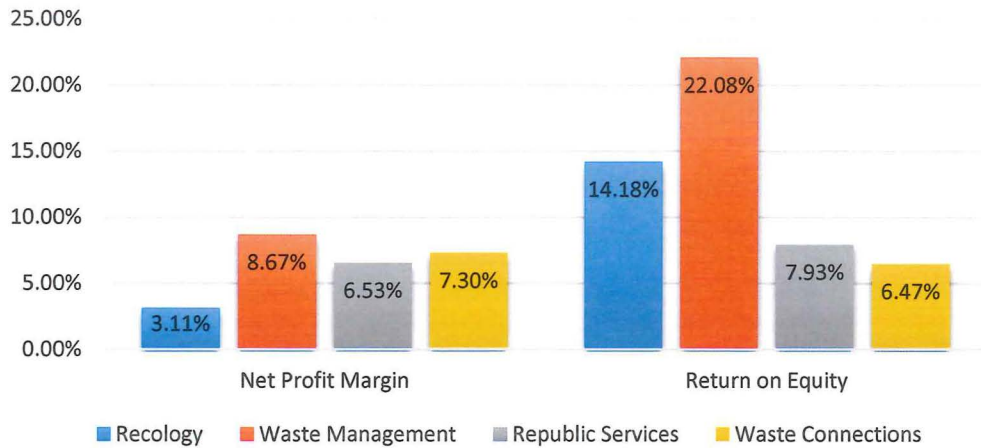
2015 Leverage Ratio Comparison



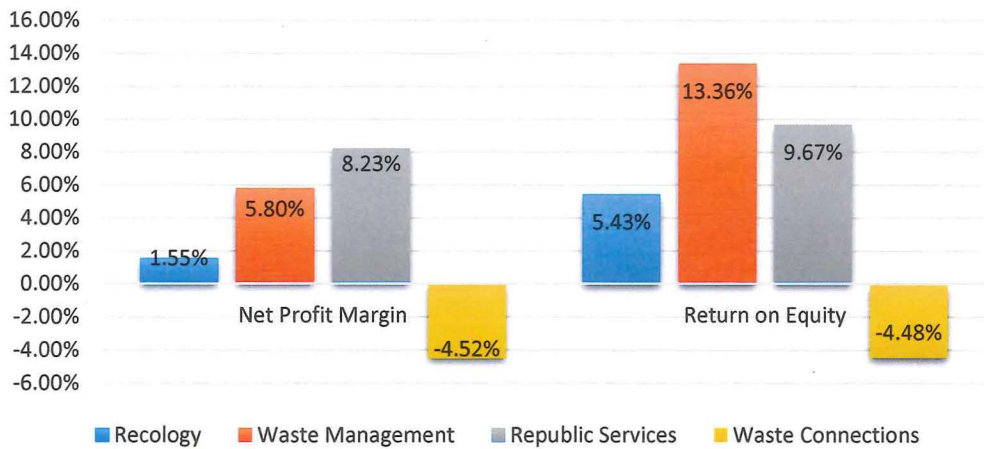
2014 Leverage Ratio Comparison



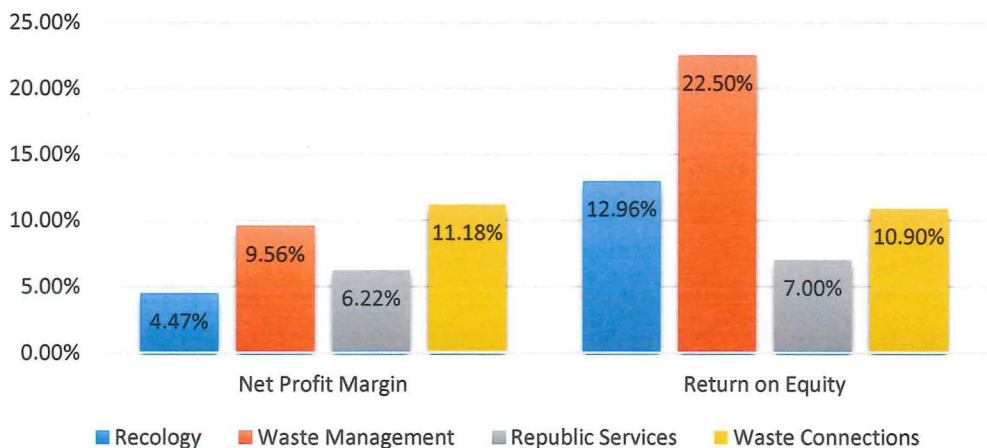
2016 Profitability Ratio Comparison



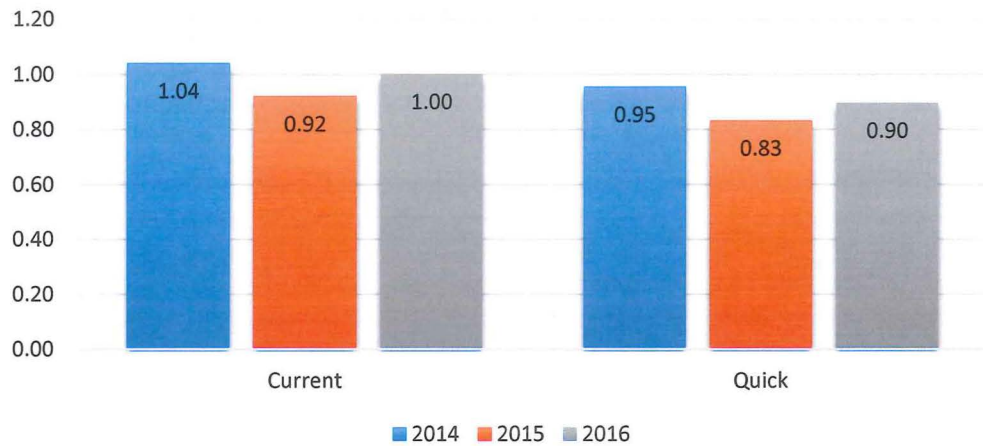
2015 Profitability Ratio Comparison



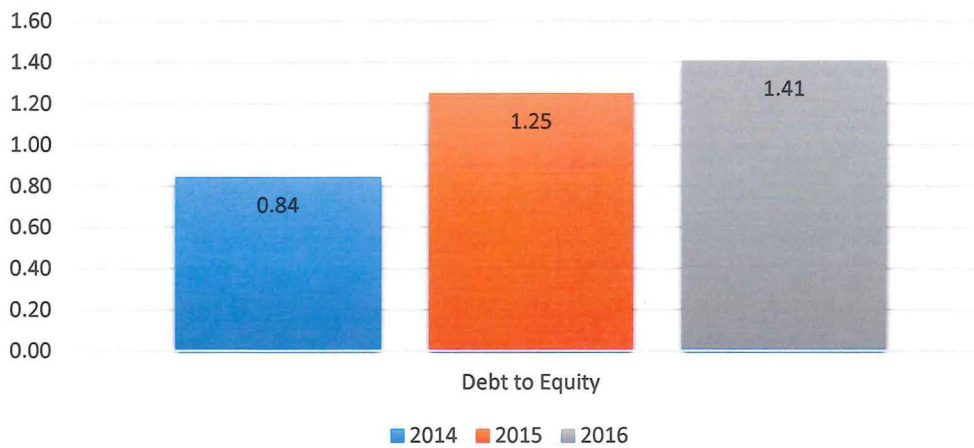
2014 Profitability Ratio Comparison



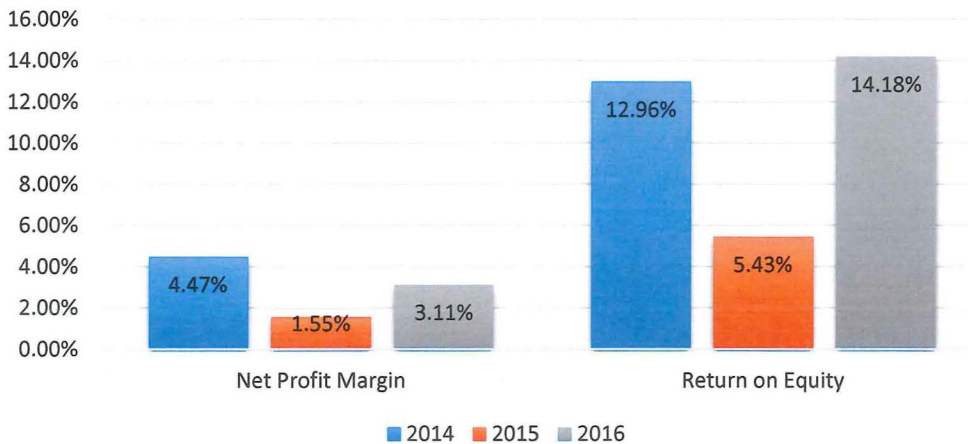
Recology Liquidity Trend Analysis



Recology Leverage Ratio Trend Analysis



Recology Profitability Trend Analysis





County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 15
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

All

Title: California State Association of Counties Board of Directors Assignment

Recommended Actions:

Nominate Supervisor James Gore as the Board's primary appointment to the California State Association of Counties Board of Directors and Supervisor David Rabbitt as the alternate.

Executive Summary:

The California State of Association of Counties (CSAC), represents county government before the California Legislature, administrative agencies and the federal government. They have a Board of Directors that is comprised of one primary and one alternate member for each of the California's 58 Counties. This item requests to nominate Supervisor James Gore as the primary appointee and Supervisor David Rabbitt as the alternate appointee to the CSAC Board of Directors.

Discussion:

The California State of Association of Counties (CSAC), represents county government before the California Legislature, administrative agencies and the federal government. They have a Board of Directors that is comprised of one primary and one alternate member for each of the California's 58 Counties. Supervisor Efren Carrillo currently serves as Sonoma County's primary appointee to CSAC and Supervisor Susan Gorin serves as the alternate appointee.

On September 27, 2017, CSAC sent a letter requesting the appointment for 2018 prior to Annual CSAC Conference scheduled for November 28 – December 1, 2017. CSAC specifically requested notification prior to November 28, 2017.

This item requests to nominate Supervisor James Gore as the primary appointee and Supervisor David Rabbitt as the alternate appointee to the CSAC Board of Directors.

Prior Board Actions:

October 25, 2016 – – The Board of Supervisors appointed Supervisor James Gore as the primary appointee and Supervisor David Rabbitt as the alternate appointee to the CSAC Board of Directors.

January 6, 2016 – The Board of Supervisors appointed Supervisor Efren Carrillo as the primary appointee and Supervisor Susan Gorin as the alternate appointee to the CSAC Board of Directors.

Participation with the CSAC Board of Directors furthers the County’s strategic plan goal of civic services and engagement by advocating for increased support for county services and programs at a state and federal level.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

.

Fiscal Summary

Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Sponsorship Form
Related Items "On File" with the Clerk of the Board:



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 16
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Reappointments to the Sonoma Mountain County Water District (First District)

Recommended Actions:

Reappoint Nancee Fox, Thomas Gillett & Tom Cronin to the Sonoma Mountain County Water District (First District):
Nancee Fox, term effective 12/01/17 and expiring on 12/01/21;
Thomas Gillett, term effective 12/01/17 and expiring on 12/01/21;
Tom Cronin, term effective 12/01/17 and expiring on 12/01/19.

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 17
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution for Mike Senneff as the recipient of the 2017 Michael O'Donnell Civility Award.
(Third District)

Executive Summary:

Adopt a Gold Resolution for Mike Senneff as the recipient of the 2017 Michael O'Donnell Civility Award.
(Third District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma
State of California

Date: November 14, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing Michael Senneff for His Many Years of Exemplary Representation of Sonoma
County and His Contributions to the Legal Profession in Sonoma County.**

Whereas, Michael Senneff, has practiced as an attorney in Sonoma County for fifty years, beginning in 1967 when he was one of the first deputy Public Defenders; and

Whereas, Michael Senneff graduated from the Santa Rosa Junior College, the University of San Francisco, and its law school in 1966, where he was a member of its honor society and was a founding member of its Law Review; and

Whereas, after clerking for a federal judge and working at the legendary mid-century Santa Rosa law firm of Spridgen, Barrett, Achor, Luckhardt, Anderson & James, he has continuously maintained a private law practice in Santa Rosa; and

Whereas, beginning in the 1970s through to the present, Michael Senneff and his law firm have represented the County of Sonoma and many other local public entities in civil matters with grace and tenacity, humor and wit, and provided sage advice; and

Whereas, Michael Senneff is a fellow in many preeminent legal societies, including the American College of Trial Lawyers, the American Board of Trial Advocates, and a Master with the American Inns of Court; and

Whereas, Michael Senneff has been incredibly active in his community, and has volunteered countless hours over the years helping to lead the County of Sonoma and Santa Rosa through serving on the Planning Commissions of both the City of Santa Rosa and the County of Sonoma, the Charter Review Commission of the City of Santa Rosa, the Campaign for Reauthorization of Sonoma County Agricultural Preservation and Open Space District, the Boards of the Sonoma County Family YMCA, and Becoming Independent, including many times as president or chair of these boards; and

Whereas, as a trial lawyer he has exemplified the very best of his profession by maintaining the highest standards of ethics and civility, and has mentored and guided

Resolution #

Date:

Page 2

many of the leading legal practitioners in the North Bay; and

Whereas, as a result of these professional efforts and personal values, he has been awarded the Sonoma County Bar Association’s highest honors, including the Careers of Distinction Award in 2005 and, recently, the Michael F. O’Donnell Civility Award in 2017; and

Whereas, the Michael F. O’Donnell Civility Award carries special meaning and importance, not only because Michael Senneff knew and respected Michael F. O’Donnell, but also because Michael Senneff and Michael F. O’Donnell were both deputy Public Defenders in Sonoma County for a couple years in the late 1960s and the award is voted upon by his peers and recognizes a local attorney who has elevated the standards of integrity, honor, ethics civility and courtesy in the legal profession.

Now, therefore be it resolved, that the Board of Supervisors of the County of Sonoma, State of California, does hereby celebrate Michael Senneff for his many contributions to the County of Sonoma, this community and specifically to the legal profession.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

To: Sonoma County Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Ana Bagtas, 707.565-3673
Christine Koper, 707.565.5911

Supervisorial District(s):

Title: Conservatorship Appreciation Month

Recommended Actions:

Adopt a resolution honoring November as Conservatorship Appreciation Month in Sonoma County

Executive Summary:

In 1999 Guardianship Appreciation month was first recognized by the state of Florida. Guardianships are known in California as conservatorships. Conservators' duties include managing a vulnerable adults' financial, personal mental health and/or medical affairs. In recognition of the intimate connection between a conservator's provision of comprehensive services and the protected person's wellbeing, the state of Florida as well as counties in California have annually recognized the hard work of family, professional and public conservators.

Discussion:

In California, conservatorships are established by order of the local Superior Court. While the situations of the older and dependent adults who are in need of conservatorship vary, all are highly vulnerable to physical, emotional and/or financial abuse and neglect. Conservators may be family members, private professionals or public employees. Conservators play a key role in ensuring that all vulnerable adults in Sonoma County have the opportunity to receive the services, benefits and protection to which they are entitled.

Prior Board Actions:

11-1-2016 – Board of Supervisors honored November as Conservatorship Appreciation Month in Sonoma county

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

To publically celebrate and honor family, professional and public conservators, whose care and concern ensures the health and safety of Sonoma County's most vulnerable adults.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: November 14, 2017

Item Number: _____

Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Honoring November as "Conservatorship Appreciation Month."**

Whereas, the Board of Supervisors recognizes that older adults and adults with mental and physical disabilities may need special attention and protection; and

Whereas, the Board of Supervisors recognizes the hard work of conservators – family, professional and public – who devote themselves to protect adults who cannot protect themselves; and

Whereas, the Board of Supervisors recognizes the care and commitments of conservators to ensuring that the needs of conservatees are met; and

Whereas, the Board of Supervisors recognizes the vital services that conservators provide to Sonoma County's vulnerable adult populations; and

Whereas, the Board of Supervisors recognizes the Office of the Public Guardian as providing protection to Sonoma County's most vulnerable adult populations;

Now, Therefore, Be It Resolved, that the Board of Supervisors of the County of Sonoma hereby proclaim the month of November as Conservatorship Appreciation Month in Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Gold Resolution

Recommended Actions:

Approve a resolution urging the United States Congress to enact a revenue-neutral carbon fee and dividend. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold Resolution.			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma

State of California

Date: November 14, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Urging The United States Congress To Enact A Revenue-Neutral Carbon Fee And Dividend

Whereas, the average surface temperature on Earth has been increasing steadily, with the sixteen warmest years ever recorded since 1998, and the hottest of all was 2016. In May 2016, the global atmospheric concentration of carbon dioxide (CO₂) reached 410 parts per million—the highest level in the last 800,000 years. It is predicted that by 2100, the average global temperature will be 2°F to 11.5°F higher than now, depending on the level of future greenhouse gases trapped in the atmosphere; and

Whereas, climate scientists overwhelmingly agree that an increase in greenhouse gases in the atmosphere --CO₂ is from burning carbon-based fossil fuels—coal, oil, and natural gas. CO₂ remains in the atmosphere for approximately one hundred years. We are approaching a dangerous greenhouse gas threshold whereby, if crossed, humans will no longer be able to influence the course of future global warming, as tropical forests, peat bogs, permafrost, and the oceans, which absorb and sequester carbon in a balanced state, will begin releasing additional carbon into the atmosphere; and

Whereas, climate change caused by global warming-related greenhouse gas emissions including CO₂, is already leading to large-scale problems including rising oceans as heat waves, storms, heavy rainfall and flooding, and droughts; more frequent and intense wildfires; disrupted ecosystems affecting biodiversity and food production; an increase in heat-related deaths requiring broader, more powerful policies to supplement local and regional efforts to reduce emissions. Whereas, there are embedded human health costs due to pollutants released by burning fossil fuels that cause lung disease, respiratory illnesses, and cancer not currently included in prices paid for fossil fuels, but rather these externalized costs are borne both directly and indirectly by all global citizens; and

Resolution #

Date:

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Whereas, a national carbon tax (NCT) on fossil fuels, based on the amount of CO2 the fuel will emit when burned, will begin to correct this market failure and make the United States a leader in mitigating climate change and the clean energy technologies of the 21st Century, and would incentivize other countries to enact similar carbon taxes, reducing global CO2 emissions without need for complex international agreements; and

Whereas, a NCT, starting at a low rate and increasing steadily over future years, is a market-based solution that would minimally disrupt the economy while sending a clear price signal to businesses to develop and use non-carbon-based energy resources, while incentivizing manufacturers, businesses, and consumers throughout the economy to produce and use less fossil fuel. NCT would spur investment in and deployment of clean energy resources and energy efficient processes, and would thereby reduce CO2 emissions into the atmosphere and promote worker retraining for those employed in the fossil fuel industries; and

Whereas, if carbon tax revenue is returned to households in equal shares, approximately two thirds of Americans will break even or come out ahead, as their dividends match or exceed direct and indirect price increases due to the tax, protecting lower and middle income households. Fossil fuels should be taxed once, as far upstream in the economy as practical, or at the port of entry into the United States. Border adjustments levied on carbon-based products imported from countries without comparable carbon pricing and refunds to our exporters will help level the playing field and maintain the competitiveness of U.S. businesses in global markets; and

Whereas, a NCT can be implemented quickly and responding to the urgency of the climate crisis, because the federal government already has in place mechanisms, such as the Internal Revenue Service, needed to implement and enforce the tax. Transition to a green economy is consistent with state and local programs designed to mitigate climate change, such as California's AB32 and the County of Sonoma's Climate Action Plan and adaptation initiatives.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors urges the United States Congress to enact, without delay, a revenue-neutral fee on carbon-based fossil fuels while supporting a fee on carbon and dividend distribution, with the continued regulatory authority of the Environmental Protection Agency (EPA), continued implementation of the Clean Power Act, and the People's ongoing access to federal and state tort liability.

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 3

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Susan Gorin / 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Adopt a Resolution Honoring Teen Services Sonoma as a recipient of North Bay Leadership Council's 2017 Leaders of the North Bay Award for "Empowering the Latino Community."

Executive Summary:

Adopt a Resolution Honoring Teen Services Sonoma as a recipient of North Bay Leadership Council's 2017 Leaders of the North Bay Award for "Empowering the Latino Community."

Discussion:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: November 3, 2017

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Honoring Teen Services Sonoma as a recipient of North Bay Leadership Council's 2017 Leaders
of the North Bay Award for "Empowering the Latino Community."**

WHEREAS, Teen Services Sonoma (TSS) has been a role model of leadership for and in the Latino community by helping those in need at every opportunity. The motto of TSS is "Employing Teens, Empowering Dreams" and they have continued to meet and exceed expectations and need for youth in Sonoma Valley. The origin of Teen Services Sonoma was a place for the neighborhood kids in a primarily Latino neighborhood to go for safety, a warm meal, prevention and leadership programming and caring adult guidance; and

WHEREAS, Valley of the Moon Teen Center (originally called El Nido) was incorporated in 1995 in a rented facility in Boyes Hot Springs. Rebecca Hermosillo was the Executive Director. The VOM teen center was "re-born" when it moved into its current location in July 2008. The \$1,100,000 facility provided a better venue for the various programs being offered and is now simply referred to as the Teen Center. It housed a computer room for homework and research, a project room, a vocational classroom, a commercial kitchen, offices, a basement for repairing bikes, and a central room where everyone gathers to simply "hang out"; and

WHEREAS, in the mid to late 1990s, there was a heavy gang influence present in the valley, Teen Services Center (then called El Nido) served over 90% Latino youth. The pressure for them to be part of a gang was enormous from both families and peers. The center gave them a safe place to retain their childhoods and resist the influence of gangs; and

WHEREAS, Sonoma Valley Teen Services (now Teen Services Sonoma) was the name adopted by the merger of two organizations - Operation Youth and Valley of the Moon Teen Center - which shared a common mission to empower Sonoma Valley youth to make positive choices for their health, safety, education and future. The merger was official on May 7, 2010; and

WHEREAS, With the leadership of Rebecca Hermosillo and Cristin Lawrence, Teen Services Sonoma was the recipient of a \$100,000 grant from Impact100 Sonoma to provide "local youth, ages 13-23, with basic employment skills including work readiness, résumé development, mock interviews, financial literacy, and opportunities for internships and job placement"; and

Resolution #

Date:

Page 2

WHEREAS, In the past five years, the program has evolved into a portfolio of employment services called Ready to Work (RTW), providing work-readiness skills and experiences that prepare teens for successful employment in a career of their choosing; and

WHEREAS, in the past year alone, Teen Services Sonoma experiences a 190% increase in enrollment. The increase is a testament to the organization's ability to successfully engage, employ and empower Teen services Sonoma engages and supports teens and young adults with work-readiness skills and experiences that empower them to succeed; and

WHEREAS, Teen Services Sonoma's vision is that "All Sonoma Valley Youth will be prepared for future opportunities" but they serve those who walk in the door and get involved - and those are most often Latino youth. Their service population remains at 95% Latino teens coming to the Teen Center and 80% Latino teens served across all programs; and

NOW, THEREFORE, BE IT RESOLVED, that the Sonoma County Board of Supervisors commends and honors Teen Services Sonoma as a recipient of North Bay Leadership Council's 2017 Leaders of the North Bay Award for "Empowering the Latino Community."

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 21
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Informational Only

Department or Agency Name(s): County Administrator

Staff Name and Phone Number:

Sheryl Bratton, 565-2431

Supervisorial District(s):

Title: Fire Recovery Update

Recommended Actions:

Receive update on fire recovery efforts and consider next steps

Executive Summary:

In the early morning hours of October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The disaster is one of the worst in California history, and presents an ongoing risk to the life and safety of people, property and environment of Sonoma County. Staff will provide an oral update on response and recovery activities.

Discussion:

In the early morning hours of October 9, 2017, the Emergency Operations Center was activated in response to several fires that became known as the Sonoma Complex Fires. The Fires burned 173 Square Miles, destroyed 6,579 Structures and damaged an additional 486. Moody's Investors Service estimate that losses will reach \$4.6 billion, and estimates the Northern California fires in total to be the costliest natural disaster in the history of the United States.

As is part of the responsibility of the Emergency Operations Center, planning for recovery efforts were initiated and continue every day to help Sonoma County residents begin the process of returning to their homes or rebuilding those that were lost. The recovery efforts associated with the Sonoma Complex Fires are multi-pronged, and impact almost all of the departments within the County.

The oral update will include information from Peter Rumble, Deputy CAO/Recovery Manager, and selected staff involved in Debris Management, Housing, Watershed and other recovery activities.

Prior Board Actions:			
October 24, 2017-various actions supporting recovery efforts, including urgency ordinances related to housing availability and the prevention of price gouging, waiving impact fees for new accessory dwelling units, and implementation of Safe Parking.			
October 17, 2017-authorize the State to provide direct assistance for debris removal			
October 10, 2017-Ratify the Proclamation of a Local Emergency and Request for State and Federal Assistance			
Strategic Plan Alignment Goal 3: Invest in the Future			
By developing a comprehensive recovery effort, the Board ensures the long-term stability of our community and our residents.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 14, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Fee Waiver

Recommended Actions:

Approve a fee waiver for West County Community Services for the Free Dinners Program held at the Guerneville Veteran's Hall four times monthly, in the amount of \$1,789 for FY 17-18. (Fifth District)

Executive Summary:

For the past 19 years, West County Community Services also known as Community & Family Service Agency has sponsored the rental of the kitchen and auditorium twice monthly for the preparation and distribution of a no cost hot meal at the Guerneville Veteran's Building. This area has a large sector of residents who live below the poverty line or experience homelessness. The dinner is purchased, prepared, and served by an all-volunteer staff.

WCCS has historically received a waiver of venue fees for this purpose and facility use. During the transition of the veterans Building from General Services to River to Coast Children's Services in 2012, the contract was passed to the new operator. This fee waiver will cover the fees to be paid for FY 17-18.

Discussion:

Prior Board Actions:

Received a Fee Waiver on 07-30-2013, 10-13-2015, 10-25-2016.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested	1,789		
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	1,789		
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Fee Waiver Application, Contract.			
Related Items “On File” with the Clerk of the Board:			



Sonoma County Veterans Memorial Buildings

2300 County Center Drive., Suite A200

Santa Rosa CA 95403

(707) 565-2158 - Tel / (707) 565-3240 - fax

CONFIRMED

<u>Customer</u>	<u>Reservation:</u>	11889
Tim Miller	Event Name:	Free Dinners Project
Community & Family Service Agency (free meals)	Status:	Cancelled
Universal Industrial Chrch	Phone:	823-1640 x101
P.O. Box 325	Event Type:	Public
Guerneville, CA 95446		

<u>Bookings / Details</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
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CHEWING GUM, GLITTER, CONFETTI, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN OUR FACILITIES AT ANY TIME.

HOURS RESERVED MUST INCLUDE DECORATION, SET-UP AND CLEAN-UP.

CHANGES TO THIS RESERVATION MAY BE MADE UP TO 30 DAYS PRIOR TO THE EVENT DATE

ADDITIONAL CHARGES WILL BE INCURRED IF YOUR EVENT RUNS BEYOND CONTRACTED HOURS.

A \$50.00 FEE WILL BE CHARGED IF CONTRACT REQUIREMENTS ARE NOT MET 30 DAYS PRIOR TO EVENT DATE OR IF CHANGES OF ANY KIND ARE REQUESTED LESS THAN 30 DAYS BEFORE EVENT DATE

FAILURE TO PAY DEPOSIT ON TIME WILL RESULT IN CANCELLATION OF YOUR RESERVATION - THE REINSTATEMENT FEE IS \$50.00

REINSTATEMENT FEE IS \$50.00

Tuesday, July 25, 2017

10:00 AM - 11:00 AM Free Dinners Project (Completed) Guerneville Kitchen ((none))

Room Charge: (1 hours @ \$20.00/hr)	1	\$20.00	\$20.00
Less 30% Discount			-\$6.00

Set-up Notes (notes included):

PLEASE BE ADVISED THAT HOURS ON CONTRACT ARE THE HOURS THE CUSTOMER CAN BE IN THE BUILDING AND IS SUBJECT TO ADDITIONAL CHARGES IF OCCUPANCY EXTENDS CONTRACT TIMES.

Processing Fee:

Guerneville Processing Fee	1	\$25.00	\$25.00
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Wednesday, July 26, 2017

1:00 PM - 8:00 PM Free Dinners Project (Completed) Guerneville Kitchen ((none))

Room Charge: (7 hours @ \$20.00/hr)	1	\$140.00	\$140.00
Less 30% Discount			-\$42.00

4:00 PM - 8:00 PM Free Dinners Project (Completed) Guerneville Auditorium ((none))

Room Charge: (4 hours @ \$50.00/hr)	1	\$200.00	\$200.00
Less 30% Discount			-\$60.00

Tuesday, August 08, 2017

10:00 AM - 11:00 AM Free Dinners Project (Completed) Guerneville Kitchen ((none))

Room Charge: (1 hours @ \$20.00/hr)	1	\$20.00	\$20.00
Less 30% Discount			-\$6.00

Wednesday, August 09, 2017

1:00 PM - 8:00 PM Free Dinners Project (Completed) Guerneville Kitchen ((none))

Room Charge: (7 hours @ \$20.00/hr)	1	\$140.00	\$140.00
Less 30% Discount			-\$42.00

Bookings / Details	Quantity	Price	Amount
4:00 PM - 8:00 PM Free Dinners Project (Completed) Guerneville Auditorium ((none))			
Room Charge: (4 hours @ \$50.00/hr)	1	\$200.00	\$200.00
Less 30% Discount			-\$60.00
<u>Tuesday, August 29, 2017</u>			
10:00 AM - 11:00 AM Free Dinners Project (Completed) Guerneville Kitchen ((none))			
Room Charge: (1 hours @ \$20.00/hr)	1	\$20.00	\$20.00
Less 30% Discount			-\$6.00
<u>Wednesday, August 30, 2017</u>			
1:00 PM - 8:00 PM Free Dinners Project (Completed) Guerneville Kitchen ((none))			
Room Charge: (7 hours @ \$20.00/hr)	1	\$140.00	\$140.00
Less 30% Discount			-\$42.00
4:00 PM - 8:00 PM Free Dinners Project (Completed) Guerneville Auditorium ((none))			
Room Charge: (4 hours @ \$50.00/hr)	1	\$200.00	\$200.00
Less 30% Discount			-\$60.00
<u>Tuesday, September 12, 2017</u>			
10:00 AM - 11:00 AM Free Dinners Project (Completed) Guerneville Kitchen ((none))			
Room Charge: (1 hours @ \$20.00/hr)	1	\$20.00	\$20.00
Less 30% Discount			-\$6.00
<u>Wednesday, September 13, 2017</u>			
1:00 PM - 8:00 PM Free Dinners Project (Completed) Guerneville Kitchen ((none))			
Room Charge: (7 hours @ \$20.00/hr)	1	\$140.00	\$140.00
Less 30% Discount			-\$42.00
4:00 PM - 8:00 PM Free Dinners Project (Completed) Guerneville Auditorium ((none))			
Room Charge: (4 hours @ \$50.00/hr)	1	\$200.00	\$200.00
Less 30% Discount			-\$60.00
<u>Tuesday, September 26, 2017</u>			
10:00 AM - 11:00 AM Free Dinners Project (Completed) Guerneville Kitchen ((none))			
Room Charge: (1 hours @ \$20.00/hr)	1	\$20.00	\$20.00
Less 30% Discount			-\$6.00
<u>Wednesday, September 27, 2017</u>			
1:00 PM - 8:00 PM Free Dinners Project (Completed) Guerneville Kitchen ((none))			
Room Charge: (7 hours @ \$20.00/hr)	1	\$140.00	\$140.00
Less 30% Discount			-\$42.00
4:00 PM - 8:00 PM Free Dinners Project (Completed) Guerneville Auditorium ((none))			
Room Charge: (4 hours @ \$50.00/hr)	1	\$200.00	\$200.00
Less 30% Discount			-\$60.00
<u>Tuesday, October 10, 2017</u>			
10:00 AM - 11:00 AM Free Dinners Project (Confirmed) Guerneville Kitchen ((none))			
Room Charge: (1 hours @ \$20.00/hr)	1	\$20.00	\$20.00
Less 30% Discount			-\$6.00
<u>Wednesday, October 11, 2017</u>			
1:00 PM - 8:00 PM Free Dinners Project (Confirmed) Guerneville Kitchen ((none))			
Room Charge: (7 hours @ \$20.00/hr)	1	\$140.00	\$140.00
Less 30% Discount			-\$42.00
4:00 PM - 8:00 PM Free Dinners Project (Confirmed) Guerneville Auditorium ((none))			
Room Charge: (4 hours @ \$50.00/hr)	1	\$200.00	\$200.00
Less 30% Discount			-\$60.00
<u>Tuesday, October 24, 2017</u>			
10:00 AM - 11:00 AM Free Dinners Project (Confirmed) Guerneville Kitchen ((none))			

Bookings / Details

	Quantity	Price	Amount
Room Charge: (1 hours @ \$20.00/hr)	1	\$20.00	\$20.00
Less 30% Discount			-\$6.00
Wednesday, October 25, 2017			
1:00 PM - 8:00 PM Free Dinners Project (Confirmed) Guerneville Kitchen ((none))			
Room Charge: (7 hours @ \$20.00/hr)	1	\$140.00	\$140.00
Less 30% Discount			-\$42.00
4:00 PM - 8:00 PM Free Dinners Project (Confirmed) Guerneville Auditorium ((none))			
Room Charge: (4 hours @ \$50.00/hr)	1	\$200.00	\$200.00
Less 30% Discount			-\$60.00
		Processing Fee	\$25.00
		Room Charge	\$1,764.00
		Subtotal	\$1,789.00
		Grand Total	\$1,789.00

GRAND TOTAL MAY NOT REFLECT ALL POSSIBLE CHARGES

THE SIGNED/DATED TENTATIVE RESERVATION FORM MUST BE RETURNED WITHIN 2 WEEKS OF THE DATE ON THE COVER LETTER OR THIS REQUESTED RESERVATION WILL BE CANCELLED WITHOUT FURTHER NOTICE.

PLEASE REVIEW THIS TENTATIVE RESERVATION. If any of the information is incorrect, or if you have questions or concerns, please call us at 707-565-2158. Otherwise, to hold your reservation, SIGN, DATE AND RETURN ONE COPY OF THIS FORM.

Thank you for scheduling your event with us. We look forward to working with you.

Sign

Date

CANCELLATION:

If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by the County (General Services Department).

If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.

If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.

If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

CLEANING/DAMAGE DEPOSITS:

The entire cleaning/damage deposit will be forfeited if ANY of the following occur:

GUM IS FOUND IN THE FACILITY (FLOOR, ETC.)

GLITTER IS FOUND IN THE FACILITY

ALCOHOL IS BROUGHT INTO FACILITY DURING A "NON-ALCOHOL" EVENT