

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

**TUESDAY**

**OCTOBER 16, 2012**

**8:30 A.M.**

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(The regular afternoon session commences at 2:00 p.m.)

Valerie Brown	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
Mike McGuire	Fourth District		
Efren Carrillo	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 Board of Directors of the Northern Sonoma County Air Pollution Control 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, 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, 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 or the public request specific items be discussed and/or removed from the Consent Calendar.

**PUBLIC COMMENT**

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair.

## **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. BOARD MEMBER ANNOUNCEMENTS**

#### **III. CONSENT CALENDAR**

(Items 1 through 21)

#### **PRESENTATIONS/GOLD RESOLUTIONS**

(Items 1 through 3)

##### **PRESENTATIONS AT BOARD MEETING**

1. Adopt a Gold Resolution recognizing October 2012 as Filipino American History Month in Sonoma County, acknowledging the many contributions the Filipino community has added to the cultural makeup of Sonoma County. (Fourth District)
2. Adopt a Gold Resolution recognizing October 23-31, 2012 as Red Ribbon Week in Sonoma County and Nation-wide. (Second District)
3. Adopt a Gold Resolution recognizing Lynda Millspaugh for her 25 years serving Sonoma County as an Administrative Abatement Hearing Officer. (Permit and Resource Management)

#### **AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

(Directors: Brown, Rabbitt, Zane, McGuire, Carrillo)

4. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute an agreement with Conservation Strategy Group (CSG) for state legislative advocacy services for the period of October 16, 2012 through September 30, 2013, for a total not to exceed amount of \$60,000.

#### **COMMUNITY DEVELOPMENT COMMISSION**

(Commissioners: Brown, Rabbitt, Zane, McGuire, Carrillo)

5. Authorize the Sonoma County Community Development Commission Executive Director to execute the professional services agreement with Sterling Co's Inc. to perform Housing Quality Standards inspections of housing units assisted under the Sonoma County Housing Authority's rental assistance programs from November 1, 2012 through October 30, 2013, for an amount not to exceed \$130,000, and to execute subsequent amendments of the agreement to extend its term for up to two additional years, for an amount not to exceed \$130,000 for each year.

CONSENT CALENDAR (Continued)

**BOARD OF SUPERVISORS**

6. Disbursement of 2012-2013 Discretionary Advertising Funds (Second District) – Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following entities: Petaluma Downtown Association, \$3,000.

**BOARD OF SUPERVISORS**

**AND**

**COMMUNITY DEVELOPMENT COMMISSION**

**SONOMA COUNTY WATER AGENCY**

(Directors/Commissioners: Brown, Rabbitt, Zane, McGuire, Carrillo)

7. Fiscal Year 2013-14 Community Development Block Grant, HOME Investment Partnerships, Emergency Solutions Grants, and Community Services Funding Policies and Projects:
- (1) Approve the Fiscal Year 2013-14 *Funding Policies: Federal Community Development Block Grant, HOME and Emergency Solutions Grant Funding Programs and Community Services Funding Program* (Board of Supervisors and Community Development Commission Board of Commissioners).
  - (2) Authorize submittal of project funding requests by the Departments of General Services and Regional Parks, the Economic Development Board (Board of Supervisors), the Sonoma County Water Agency (Water Agency Board of Directors), and the Sonoma County Community Development Commission (Board of Commissioners), for consideration during the Fiscal Year 2013-14 Consolidated Plan funding process.
  - (3) Approve submittal of two project funding requests by the Sonoma County Fairgrounds as a County-Owned Public Facilities project for consideration during the Consolidated Plan funding process (Board of Supervisors).
  - (4) Approve early implementation during Fiscal Year 2012-13 of certain recommended Fiscal Year 2013-14 funding policies and approve certain waivers of existing funding policies as more fully described in the body of this Board item (Board of Supervisors and Community Development Commission Board of Commissioners).

**ECONOMIC DEVELOPMENT BOARD / HUMAN SERVICES**

8. Authorize the Chair to sign the Workforce Strategy Taskforce's Sonoma County Partnership Agreement for Aligning Workforce and Education with Employer Needs.

**HEALTH SERVICES / HUMAN SERVICES**

9. Supplemental Nutrition Assistance Program Education – (1) Authorize the Interim Director of the Human Services Department to accept \$249,182 in federal Supplemental Nutrition Assistance Program Education (SNAP-Ed) funds to be used for local nutrition education. (2) Authorize the Interim Director of the Human Services Department to execute a contract with Northern California Center for Well-Being for the period of October 1, 2012 through September 30, 2013, for a total not to exceed \$107,106 to provide local Nutrition Education services. (3) Authorize the Director of Health Services to execute the first amendment to an agreement with Northern California Center for Well-Being increasing the amount by \$128,335 and extending the contract term by one year, for a new not to exceed contract total of \$170,745 and an end date of September 30, 2013.

CONSENT CALENDAR (Continued)

**PERMIT AND RESOURCE MANAGEMENT**

10. Adopt a Resolution issuing an Ordinance No. 3836R permit (a roiling permit) to Austin Creek Materials to conduct in stream annual gravel removal in Austin Creek near the town of Cazadero. (4/5 vote required) (Fifth District)

**REGIONAL PARKS**

11. Make a finding that the proposed revocable license agreement with Sonoma County Family YMCA, Inc. for the operations and maintenance of the Occidental Community Center in the Occidental area for the period of August 30, 2012 through August 29, 2013 is necessary to meet the social needs of the community; and Authorize the Chair to execute the revocable license agreement. (Fifth District)

**TRANSPORTATION AND PUBLIC WORKS**

12. Approve first amendment to Cooperative Agreement between the Sonoma County Transportation Authority (SCTA) and the County of Sonoma for Arnold Drive Area Improvements M30310-A1 removing the intersection of State Routes 116 and 121 phase of the project; and Approve Cooperative Funding Agreement SCTA12027 between SCTA and County of Sonoma for the SON-116/121 Highway Intersection Improvement Project committing \$300,000 in County funds. (First District)

**MISCELLANEOUS**

13. Approval of Minutes – (1) Approve the Minutes of the October 2, 2012 for the following: Community Development Commission, Sonoma County Water Agency, and Board of Supervisors.

**APPOINTMENTS/REAPPOINTMENTS**

(Items 14 through 21)

14. Appoint Supervisor Efren Carrillo as primary appointment to the California State Association of Counties Board of Directors and Supervisor Valerie Brown as the alternate. (County Administrator)
15. Adopt a Resolution naming the officers of the County of Sonoma Public Financing Corporation appointing Supervisor Shirlee Zane as President; reappointing Veronica Ferguson as Secretary; and reappointing David Sundstrom as Treasurer of the Corporation. (Auditor-Controller-Treasurer-Tax Collector)
16. Adopt a of Resolution naming the officers of the Sonoma County Public Financing Authority appointing Supervisor Shirlee Zane as Chair; Supervisor David Rabbit as Vice Chair; Veronica A. Ferguson as Secretary; David Sundstrom as Treasurer; Jonathan Kadlec as Assistant Treasurer; and Bruce Goldstein as Legal Advisor of the Authority. (Auditor-Controller-Treasurer-Tax Collector)

CONSENT CALENDAR (Continued)

17. Adopt a Resolution appointing Jonathan Kadlec and the Treasury Manager as Sonoma County's representative to the California County Tobacco Securitization Agency Joint Powers Authority; and adopt a Resolution reappointing David Sundstrom and Janice Atkinson as the county representatives; reappointing Jim Olmsted as independent member; and appointing William F. Rousseau as Janice Atkinson's successor upon her retirement, to the Sonoma County Tobacco Securitization Corporation. (Auditor-Controller-Treasurer-Tax Collector)
18. Amend the term for the appointment of Jacqueline Perlmutter to the Alcohol and Drug Advisory Board, representing the Second District to three years, increasing the term from 2 years to 3 years beginning May 15, 2012 through May 15, 2015. Appointment was approved by the Board of Supervisors on May 15, 2012 for an incorrect term of two years. (Second District)
19. Appoint Danny L. Fish to the Alcohol and Drug Advisory Board for a three year term beginning on October 16, 2012 through October 16, 2015. (Second District)
20. Appoint Jane Read to the Alcohol and Drug Advisory Board for a three year term beginning on October 16, 2012 through October 16, 2015. (Second District)
21. Reappoint Ginger Kelly to the Sonoma County Regional Parks Foundation Board of Directors for a term of two years, effective through October 15, 2014. (Fourth District)

**IV. REGULAR CALENDAR**

(Items 22 through 26)

**BOARD OF SUPERVISORS**

- 22. Accept Sonoma County Superintendent of Schools Report on Williams Lawsuit Settlement findings for Fiscal Year 2012-2013.

**HEALTH SERVICES**

- 23. **10:00 A.M.** – Fiscal Year 2012-13 Milk & Dairy Program and Semi Frozen Product Fees – Conduct a public hearing and adopt a Resolution for new and amended Milk and Dairy Fees effective November 1, 2012 and Semi-Frozen Facility Fee effective January 1, 2013, to recover the reasonable cost of providing services in the Environmental Health and Safety Section.

**COUNTY ADMINISTRATOR / GENERAL SERVICES**

- 24. **10:00 A.M.** – Accept the California State Association of Counties Challenge Award and receive a comprehensive energy project update.

**BOARD OF SUPERVISORS**

**AND**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

**COMMUNITY DEVELOPMENT COMMISSION**

**NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT**

**RUSSIAN RIVER COUNTY SANITATION DISTRICT**

**OCCIDENTAL COUNTY SANITATION DISTRICT**

**SONOMA COUNTY WATER AGENCY**

**SOUTH PARK COUNTY SANITATION DISTRICT**

(Directors/Commissioners: Brown, Rabbitt, Zane, McGuire, Carrillo)

**AND**

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Brown, Zane, Sanders)

- 25. Fiscal Year 2012-13 First Quarter Budget Update and Adjustments –
  - (1) Receive first quarter budget update report, including consolidated budget and position allocation list adjustments, update on 2011 Realignment, current status of suspended state mandates, and updates on direction received in the Fiscal Year 2012-13 Budget Hearings and the 5 year County General Fund projections.
  - (2) Adopt a Concurrent Resolution of the Board of Supervisors, the Agricultural Preservation and Open Space District, the Community Development Commission, the Northern Sonoma County Air Pollution Control District, the Russian River County Sanitation District, the Occidental County Sanitation District, the Sonoma County Water Agency, and the South Park County Sanitation District adjusting the Fiscal Year 2012-13 budget for the first quarter consolidated budget adjustments (4/5 vote required).
  - (3) Adopt a Resolution of the Sonoma Valley County Sanitation District adjusting the Fiscal Year 2012-13 budget for the first quarter consolidated budget adjustments (2/3 vote required).
  - (4) Adopt a Concurrent Resolution of the Board of Supervisors, the Community Development Commission, and the Sonoma County Water Agency amending the departmental position allocation lists associated with the first quarter consolidated budget adjustments.

REGULAR CALENDAR (Continued)

**COUNTY ADMINISTRATOR**

26. Authorize the Chair to execute a professional services agreement with Bartel Associates to provide actuary review of proposed pension related changes for the period of October 16, 2012 through June 30, 2013, in an amount not to exceed \$80,000.

## **V. CLOSED SESSION CALENDAR**

(Item 27)

27. The Board of Supervisors, the Board of Directors of the Sonoma County 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 Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).



## **VI. REGULAR AFTERNOON CALENDAR**

(Items 28 through 31)

### **2:00 P.M. - RECONVENE FROM CLOSED SESSION**

28. Report on Closed Session.
29. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**  
(Comments are restricted to matters within the Board jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)
30. 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
  - Administrative Determinations of the Director of Permit and Resource Management

### **TRANSPORTATION AND PUBLIC WORKS**

31. **2:10 P.M.** – Conduct a public hearing on the Watmaugh Bridge Draft Environmental Impact Report. (First District)

#### **NOTE:**

**The next meeting will be held on October 23, 2012 at 8:30 a.m.**

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

- October 23<sup>rd</sup> (AM) – Resolution of Intent - Ground Water Management Plan
- October 23<sup>rd</sup> (PM) – General Plan Amendments (Round 2)
- November 13<sup>th</sup> (AM) – Ordinance establishing transfer of property base year values under government declared disaster
- November 13<sup>th</sup> (PM) – General Plan Amendments (Round 3)
- November 20<sup>th</sup> (PM) – ORD11-0005; Renewable Energy Code Amendments
- November 20<sup>th</sup> (PM) – UPE07-0008; Cornell Winery Use Permit



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Mike McGuire, 565-3758

Fourth

**Title:** Gold Resolution.

**Recommended Actions:**

Adopt a resolution recognizing October 2012 as Filipino American History Month in Sonoma County, acknowledging the many contributions the Filipino community has added to the cultural makeup of Sonoma County. (Fourth District).

**Executive Summary:**

**Prior Board Actions:**

Also adopted in 2010.

**Strategic Plan Alignment:** Goal 4: Civic Services and Engagement

### Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

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

**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: 10/16/2012**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPT A RESOLUTION RECOGNIZING OCTOBER 2012 AS FILIPINO AMERICAN HISTORY MONTH IN SONOMA COUNTY, ACKNOWLEDGING THE MANY CONTRIBUTIONS THE FILIPINO COMMUNITY HAS ADDED TO THE CULTURAL MAKEUP OF SONOMA COUNTY.**

**Whereas**, the Filipino American National Historical Society recognizes the year of 1763 as the date of the first permanent Filipino settlement in the United States in Saint Malo Parrish, Louisiana and the California State Legislature has recognized the month of October as Filipino American History Month; and

**Whereas**, Filipino Americans have played an instrumental role in Sonoma County's community and have made numerous economic, cultural and social contributions to the history of our county, state and nation; and

**Whereas**, it is imperative for Filipino American youth to have positive role models to instill in them the importance of education, complemented with the richness of their ethnicity and the value of their legacy; and

**Whereas**, California is home to over half of the Filipino population in the United States; and

**Whereas**, Sonoma County is home to an active chapter of the Filipino American National Historical Society, who seeks to promote understanding, education, enlightenment, appreciation, and enrichment through the identification, gathering, preservation and dissemination of the history and culture of Filipino Americans.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors do hereby recognize October 2012 as Filipino American History Month, acknowledging the many contributions the Filipino community has added to the cultural makeup of Sonoma County.

**Supervisors:**

Brown:                      Rabbitt:                      McGuire:                      Carrillo:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Supervisor David Rabbitt, 565-2241

Second District

**Title:** Gold Resolution

**Recommended Actions:**

Approve a Gold Resolution recognizing October 23-31 as Red Ribbon Week in Sonoma County and Nation-wide.

**Executive Summary:**

None

**Prior Board Actions:**

None

**Strategic Plan Alignment:** Goal 4: Civic Services and Engagement

### Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

None

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None

**Attachments:**

Resolution attached.

**Related Items "On File" with the Clerk of the Board:**

None

**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: 10/16/2012**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing October 23-31, 2012 As Red Ribbon Week in Sonoma County and Nation-wide.**

**Whereas**, Alcohol and other drug abuse in this nation has reached epidemic stages; and

**Whereas**, It is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

**Whereas**, National Family Partnership (NFP) is sponsoring National Red Ribbon Campaign offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and

**Whereas**, The National Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week," October 23-31; and

**Whereas**, Business, government, parents, law enforcement, media, medical, religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during the week long campaign; and

**Whereas**, We intend to further commit our resources to ensure the success of the Red Ribbon Campaign.

**Now, Therefore, Be It Resolved that the County of Sonoma does hereby proclaim October 23 – 31, 2012, as Red Ribbon Week and encourages its citizens to participate in drug prevention activities, making a visible statement that we are strongly committed to a drug-free state.**

**Supervisors:**

Brown:                      Rabbitt:                      McGuire:                      Carrillo:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit & Resource Management Department (PRMD)

**Staff Name and Phone Number:**

**Supervisory District(s):**

Ben Neuman: 565-2123

All Supervisory Districts

**Title:** Gold Resolution

### Recommended Actions:

Adopt a Resolution recognizing Lynda Millspaugh for her 25 years serving Sonoma County as an Administrative Abatement Hearing Officer.

### Executive Summary:

On August 4, 1987, Ordinance 3750 was approved amending Chapters 2 and 26 of the Sonoma County Code creating the Office of Hearing Officer, authorizing an abatement procedure and transferring abatement authority from the Board of Zoning Adjustments to the Office of Hearing Officer.

On November 3, 1987, Lynda Millspaugh was appointed by the Board of Supervisors as one of the six original Hearing Officers designated to hear zoning abatement matters for Sonoma County. The role of Hearing Officers was expanded when PRMD was created in 1995 to include building, grading, and septic issues.

For the past 25 years, Lynda Millspaugh has provided county residents impartial and consistent treatment as a Hearing Officer while presiding over 150 cases adjudicating alleged violations of the Sonoma County Code saving respective Supervisors over 1000 hours at the dais and countless hours of support staff time. Lynda officially resigned her position as an Administrative Hearing Officer on September 5, 2012.

The Permit & Resource Management Department wishes to award Lynda Millspaugh a Gold Resolution to express the county's gratitude for her many years of service to the County.

### Prior Board Actions:

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



**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Not applicable.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

Not applicable.

**Attachments:**

**Related Items "On File" with the Clerk of the Board:**

**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: October 16, 2012**

**Resolution of the Board of Supervisors of the County Of Sonoma, State of California, recognizing Lynda Millspaugh for her 25 Years serving Sonoma County as an Administrative Abatement Hearing Officer.**

**Whereas**, on September 4, 1987, via Ordinance No. 3750, Sonoma County established a mechanism to refer zoning abatement appeals to county designated hearing officers in lieu of having such appeals heard by the Sonoma County Board of Zoning Adjustments and Board of Supervisors; and

**Whereas**, on November 3, 1987, Lynda Millspaugh was appointed as one of the original Administrative Abatement Hearing Officers by the Sonoma County Board of Supervisors; and

**Whereas**, since that time, Lynda Millspaugh has provided the citizens of Sonoma County impartial and consistent treatment while adjudicating alleged violations of the Sonoma County Code; and

**Whereas**, her work has resulted in the fair and impartial adjudication of alleged violations of the Sonoma County Code for the benefit of all Sonoma County residents while relieving the Board of Supervisors of over 1,000 hours at the dais and countless hours of support staff time; and

**Whereas**, as of September 5, 2012, Lynda Millspaugh has officially resigned her position as an Administrative Abatement Hearing Officer; and

**Now, therefore, be it resolved** that the Board of Supervisors and the Permit & Resource Management Department hereby express our gratitude for her 25 years of service by adopting this Gold Resolution.

**Supervisors:**

Brown:	Rabbitt:	McGuire:	Carrillo:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Directors, Sonoma County Agricultural Preservation and Open Space District

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Agricultural Preservation and Open Space District

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Karen Gaffney, 565-7344

All

**Title:** State Legislative Advocacy Program FY 2012-2013, Sonoma County Agricultural Preservation and Open Space District

### **Recommended Actions:**

Authorize the General Manager to execute a one-year agreement with Conservation Strategy Group (CSG) for \$60,000 to continue state legislative advocacy services for the period of October 16, 2012 through September 30, 2013.

### **Executive Summary:**

#### **Background: Conservation Strategy Group**

Conservation Strategy Group has specialized capacity related to land conservation organizations such as the Sonoma County Agricultural Preservation and Open Space District (District) – representing hundreds of private and public sector groups statewide, and garnering hundreds of millions in funding for conservation. CSG wrote key elements of Proposition 50 and Proposition 84, which resulted in millions of dollars for Sonoma County open space, water management and parks programs. CSG’s work on behalf of the Sonoma County Water Agency is closely coordinated with its work on behalf of the District, allowing both entities to avoid replication and gain economies of scale. CSG’s skills will leverage, contribute to and coordinate with the county legislative program and focus on land conservation funding on behalf of the District.

#### **Consistency with Board Direction**

The 2012-13 legislative objectives listed below are consistent with previous Board direction and approved planning documents, including the District’s Three Year Work Plan (2012-2015), the District’s Strategic Plan and the District’s Acquisition Plan.

## **2012-2013 Legislative Objectives**

There are critical opportunities for the District in the coming legislative year – including the investment plan for AB 1532 which allocates carbon allowance revenues under the cap and trade program, and includes natural resource objectives. In an effort to create continuity and build on past successes, we have identified the following FY 2012-2013 legislative objectives:

- Secure additional state funding for District projects and programs
  - develop stronger state partnerships for conservation valuation analysis and county pilot projects
  - acquisition and stewardship funding (linkage to AB 1532 and other legislation)
  - influence potential upcoming bonds to include agricultural and natural resource conservation
  - mapping and planning (vegetation mapping, access to auction revenues via carbon sequestration, Williamson Act/ag lands)
  - increased funding for the economic valuation of conservation in Sonoma County
- Actively participate in Sonoma County and California Climate Change Programs
  - Implementation of AB 1532 (Perez): Investment Plan for Cap and Trade Allowance Revenues
    - land conservation funding
    - Local Government Innovation Programs, including working closely with SCWA, RCPA, SCTA and Regional Parks.
- Secure reliable state-local funding for protection and stewardship of all park and open space lands in Sonoma County
  - Support proposals for state funding for integrated operations and management of state, regional and local park systems and open space lands
  - Develop state sources of matching funds if local park and open space funding sources are available
  - Ensure successful implementation of 2012 legislation related to state parks (AB 1478, AB 1589)
- Develop and Implement state policy recommendations resulting from the Sonoma Greenprint Project
  - Create new financial and legal incentives for conservation of agricultural and open space lands (i.e. climate change benefits)
  - Develop a pilot program built on the Williamson Act model that factors in and rewards farm and ranch land contributions to SB 375 and AB 32 goals
  - Coordinate Sonoma Greenprint Project with Transportation Coalition for Sustainable Communities/Urban Footprint effort

The District does not have the capacity to conduct this work in-house as it requires representation at the State level and regular contact with State agencies and legislative committees. The District's State platform will continue to be coordinated with and included in the County's legislative platform, and because of the specialized nature of the work focused on conservation issues, is expected to substantially complement and leverage the County legislative platform. The District will continue to coordinate closely with other County agencies with legislative agendas – including the Sonoma County Water Agency – to ensure complementary agendas and gain efficiencies.

## **History**

In 2008, the District issued a Request for Proposal (RFP) to firms with land conservation experience to establish a more active role in securing state-level conservation funding and representation on key environmental policy issues. In the RFP process the District determined the Law Offices of John McCaull (McCaull) to be the most qualified in conservation

planning, land transactions, and public policy advocacy on environmental issues. Based on his expertise in these areas, the District secured his services. The initial 17-month contract totaled \$85,000, and the subsequent one-year amendment in FY 2010-2011 was in the amount of \$60,000, for a contract total of \$145,000. A second amendment for FY 2011-2012 increased the contract by \$60,000 for a contract total of \$205,000. In 2012, John McCaull was invited to join the nationally known Conservation Strategy Group (CSG) ; and on January 24, 2012, the Board approved an assignment of the McCaull contract to Conservation Strategy Group.

The focus of the legislative program during the first two years was to 1) ensure exposure for the District at the state level, 2) provide leadership and expertise on key land conservation issues, and 3) develop relationships with the Legislature and state agencies, in order to position the District to secure opportunities for state funding for its programs.

Since inception, the District's legislative program has :

- **Helped organize a statewide (and Sonoma County) coalition** in response to the bond freeze. The District was the leading voice from the local government sector sounding the alarm about the devastating consequences of the funding freeze on natural resource programs. Importantly, the District also assisted many of the local and regional NGO's affected by the bond freeze, thereby supporting key partners at the statewide level.
- **In partnership with local elected officials, secured effective legislative oversight of the bond freeze situation**, and assisted in passing legislation (AB 1364 Evans). During this effort, the District served as a lead witness in testimony at budget oversight hearings and worked directly with state funding agencies to adopt new policies on re-starting contracts and grant agreements once funding became available.

In 2010, the District took the next step in the development of its legislative program by sponsoring legislation and focusing more attention on the state budget process. McCaull worked with Assemblyman Chesbro, the District, and other supportive organizations to secure passage of AB 1962 (Statutes of 2010, Chapter 59). This legislation authorizes a regional park or open space district to accept an irrevocable offer of dedication of an interest in real property from landowners. The outreach conducted by the District for this legislation is part of a more comprehensive effort to strengthen operational partnerships with cities in Sonoma County, and to raise the profile of the District in California at the state policy level. In addition to sponsoring successful legislation, the District also became more active in supporting ongoing funding of the Williamson Act, advocating for the availability of bond funds in the state budget for conservation projects and funding for State Parks.

During the FY's 2010-2011 and FY 2011-2012 contracting periods, McCaull partnered with Conservation Strategy Group (CSG) to provide additional advocacy services to the District under this Agreement. With McCaull's association with CSG, the District has received even greater and more effective legislative advocacy services, now having the benefit of a large and well-staffed firm recognized as one of the most effective in the State on agricultural and natural resources issues.

The most significant accomplishments during FY's 2010-2011 and 2011-2012 include:

- Identification of potential state funding sources (e.g. Wildlife Conservation Board, California Natural Resources Agency) for high-priority District land conservation projects, followed-up with funding agencies and grant requirements underway. The goal is to secure at least \$4 million in funding for at least two high-priority projects.
- Ongoing participation in a statewide coalition effort to successfully pass legislation reinstating an interim funding strategy to preserve the State's Williamson Act program.

- Ongoing work on legislation related to District’s operations and secured amendments to related bills.
- Work with legislative leaders and land conservation advocates to identify new funding solutions for the long-term financial viability of the Williamson Act program. As part of these ongoing discussions, the District is developing policy proposals that will link agricultural land protection programs with implementation of California’s climate change strategy including SB 375 [Steinberg, Statutes of 2008], AB 32 [Nunez, Statutes of 2006] and California’s “Sustainable Communities” Program.
- Help organizing the Sonoma County response to the 2011 announcement of pending State Park closures. McCaull has supported the District on an as-needed basis in organizing the *Parks Alliance for Sonoma County*. Coordinated meetings and communications with state advocacy groups, state agencies and local/regional legislators.

**Prior Board Actions:**

On September 27, 2011, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District authorized the General Manager to execute a second amended agreement with the Law Offices of John McCaull in the amount of \$60,000 for a total of \$205,000 through September 30, 2012. On January 24, 2012, the Board approved and authorized the President of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District to sign the Assignment and Consent Agreement, consenting to assignment between the Law Offices of John McCaull and Conservation Strategy Group, LLC.

**Strategic Plan Alignment:** Goal 2: Economic and Environmental Stewardship

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 60,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 60,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 60,000</b>	<b>Total Sources</b>	<b>\$ 60,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

This expense is budgeted in the District’s FY 12/13 budget. The funding source is sales tax revenue.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1. Agreement between Sonoma County Agricultural Preservation and Open Space District and Conservation Strategy Group.			
<b>Related Items "On File" with the Clerk of the Board:</b>			

## AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of October 1, 2012 ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District"), and Conservation Strategy Group, LLC (hereinafter "Consultant").

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified lobbying and consulting firm specializing in environmental and natural resources strategy and advocacy; and

WHEREAS, Consultant and Consultant's employee John McCaull have been satisfactorily performing lobbying and consulting services for District since 2009, and

WHEREAS, in the judgment of the District's Board of Directors, it is necessary and desirable to continue to employ the services of Consultant to support and advance the District's mission.

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

### AGREEMENT

#### I. Scope of Services.

##### 1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and 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.

1.2 Cooperation With District/County. Consultant shall cooperate with District and District staff in the performance of all work hereunder. Consultant shall also cooperate with staff identified by District as performing similar services for the County of Sonoma.



1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by District shall not operate as a waiver or release. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District 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 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, 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 District.
- 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 District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District 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 District. With respect to performance under this Agreement, Consultant shall employ the following key personnel: John McCaull, Kris Tjernell, Tasha Newman, Connie Gallippi, and Joe Caves.
- c. 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.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms: Consultant shall be paid a flat monthly fee of \$5,000; the flat monthly

fee covers Consultants' labor for work, projects, or initiatives within the Scope of Work set forth in Exhibit A; total costs under this Agreement shall not exceed \$60,000.

Each month's fee will become due and payable on the last day of the month in which the work is performed, provided that District receives an invoice in a form approved by District's Auditor and District's General Manager and provided that District is satisfied with the completion of services. Payments shall be made within the normal course of District business after presentation of the invoice.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, District requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the District of any changes in the facts. Forms should be sent to the District pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide District with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from October 1, 2012 through September 30, 2013, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

4.2 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, District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

**4.3 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 District all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product).

**4.4 Payment Upon Termination.** Upon termination of this Agreement by District, fees for a fractional calendar month shall be prorated on a daily basis; provided, however, that if District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

**4.5 Authority to Terminate.** The Board of Directors has the authority to terminate this Agreement on behalf of the District. In addition, the District's General Manager, in consultation with District Counsel, shall have the authority to terminate this Agreement on behalf of the District.

**4.6 Availability of Funding.** District's performance under this Agreement is contingent upon appropriation of funds by the District's Board of Directors. District shall have no liability under this Agreement if sufficient funds have not been appropriated by District's Board of Directors for the purpose of this Agreement for each fiscal year within the term of the Agreement. If funding of this Agreement for any fiscal year is reduced or eliminated by the District's Board of Directors, District shall have the option to either terminate this Agreement in accordance with Section 4.1 or offer an amendment to Consultant to reflect the reduced amount.

**5. Indemnification.** Consultant agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, its 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 Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. District shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which 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 Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts, and survives the term of this Agreement.

6. Insurance. 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 B, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. 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.

8. Extra or Changed Work. 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 District's General Manager in a form approved by District Counsel. The Board of Directors must authorize all other extra or changed work. The parties expressly recognize that District personnel are without authorization to order 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 the District.

9. Representations of Consultant.

9.1 Standard of Care. District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.

9.2 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 District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 4, above,

Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is 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. If the Consultant becomes debarred, consultant has the obligation to inform the District

9.4 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 District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant 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 District for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 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 requested to do so by District, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with District disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

9.8 Nondiscrimination. Without limiting any other provision hereunder, 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, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to District 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 District 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 District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. 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 District.

9.11 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 District. District 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 District all such documents, which have not already been provided to District in such form or format, as District deems appropriate. Such documents shall be and will remain the property of District 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 District.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. 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 limits District's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. 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.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: DISTRICT:

Sonoma County Agricultural Preservation  
and Open Space District  
747 Mendocino Avenue, Ste 100  
Santa Rosa, CA 95401

TO: CONSULTANT:

Conservation Strategy Group, LLC  
1100 11<sup>th</sup> Street, Ste 200  
Sacramento, Ca 95814

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 facsimile or email, 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 promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email 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 paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 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 District 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 District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 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.

13.4 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.

13.5 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 the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 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.

13.7 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.



13.8. 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.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONSULTANT:

BY: 

Name: JOSEPH CAVES

Title: Partner

Date: September 25, 2012

DISTRICT:

William J. Keene, General Manager


Date: \_\_\_\_\_

APPROVED AS TO FORM FOR DISTRICT:

  
Phyllis Gallagher, Deputy County Counsel

Date: 10/1/12

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

  
Elaine Rotondo, Administrative Aide

Date: 10/1/12

**SCOPE OF WORK – CONSERVATION STRATEGY GROUP**

Conservation Strategy Group (CSG) represented by John McCaull and other staff as assigned, will support the Sonoma County Agricultural Preservation and Open Space District (District) by performing the following tasks. John McCaull shall coordinate work tasks with Karen Gaffney via twice monthly meetings (phone or in person) and e-mails. John McCaull and other CSG staff shall meet with District representative Karen Gaffney and other District representatives on an as needed basis to focus on key initiatives and opportunities. Monthly reports shall be submitted to District with invoice demonstrating work performed during the preceding month.

**FY 12-13 California Policy and Funding Objectives:**

- Secure additional state funding for District projects and programs
  - develop stronger state partnerships for ecosystem services analysis and county pilot projects
  - acquisition and stewardship funding (linkage to AB 1532)
  - mapping and planning (vegetation mapping, Williamson Act/ag lands)
- Actively participate in Sonoma County and California Climate Change Programs
  - Implementation of AB 1532 (Perez): Investment Plan for Cap and Trade Allowance Revenues
    - land conservation funding
    - Local Government Innovation Programs (SCWA nexus)
- Secure reliable state-local funding for protection and stewardship of all park and open space lands in Sonoma County
  - Support proposals for state funding for integrated operations and management of state, regional and local park systems and open space lands
  - Develop state sources of matching funds if local park and open space funding sources are available
  - Ensure successful implementation of 2012 legislation related to state parks (AB 1478, AB 1589)
- Develop and Implement state policy recommendations resulting from the Sonoma Greenprint Project
  - Create new financial and legal incentives for conservation of agricultural and open space lands (i.e. climate change benefits)
  - Develop a pilot program built on the Williamson Act model that factors in and rewards farm and ranch land contributions to SB 375 and AB 32 goals

- Coordinate Sonoma Greenprint Project with Transportation Coalition for Sustainable Communities/Urban Footprint effort

**Tasks and Responsibilities:**

1. Monitor legislation relevant to the District and notify the District of bills or amendments to bills that may impact District operations. Initiate appropriate actions to advocate the interests of the District regarding state legislative or administrative issues.
2. Serve as a principal contact between the District and District's Sonoma County legislative delegation, providing members of the delegation with information on topics affecting the District and District's point of view on legislative issues.
3. Assist the District in developing and implementing strategies to address legislative and administrative agency concerns. Coordinate implementation of the District's legislative and administrative strategies with representatives of other agencies or organizations on issues of common interest.
4. Work with District staff to write, secure sponsors for, support and achieve enactment of new legislation that addresses District needs or increases District effectiveness in carrying out its mission.
5. Facilitate formal and informal communication with state legislators, staff members, state agency officials and staff, and maintain regular contact in order to anticipate state actions that may affect the District.
6. Specifically monitor the actions and programs of the California Air Resources Board related to implementation of California's climate protection programs, and the California Natural Resources Agency and associated departments for their policies and programs related to land and water conservation and stewardship.
7. Other duties as noted in the Agreement.

## Exhibit B

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.

### 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 Coverage:
  - i. Certificate of Insurance

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.

### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by Sonoma County Agricultural Preservation and Open Space District. Consultant is responsible for any deductible or self-insured retention.
- d. Sonoma County Agricultural Preservation and Open Space District 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.
- e. The insurance provided to Sonoma County Agricultural Preservation and Open Space District, et al. additional insureds shall apply on a primary and non-contributory basis with respect to 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 ISO form CG 00 01, or equivalent).

- g. The policy shall cover inter-insured suits between Sonoma County Agricultural Preservation and Open Space District and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

(Substitute the following if the work, event or location involves marinas or the airport.)

- i. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status;
  - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
  - iii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage 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. Coverage shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage:
  - i. Certificate of Insurance.

### **4. Professional Liability Insurance**

- a. Minimum Limit: \$1,000,000.
- b. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by Sonoma County Agricultural Preservation and Open Space District. Consultant is responsible for any deductible or self-insured retention.
- 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.

**5. Standards for Insurance Companies**

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

**6. Documentation**

- a. The Certificate of Insurance must include the following reference: State Legislative Advocacy Contract #738.
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Coverage on file with Sonoma County Agricultural Preservation and Open Space District for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees.
- d. Required Evidence of Coverage 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. Consultant 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.

**7. Policy Obligations**

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

**8. Material Breach**

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



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Community Development Commission

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Community Development Commission

**Staff Name and Phone Number:**

**Supervisory District(s):**

James Hackett (707) 565-7520

All

**Title:** Agreement for Housing Quality Standards Inspection Services

### **Recommended Actions:**

Authorize the Sonoma County Community Development Commission Executive Director to execute the Professional Services Agreement with Sterling Co's Inc. to perform Housing Quality Standards inspections of housing units assisted under the Sonoma County Housing Authority's rental assistance programs from November 1, 2012 through October 30, 2013, for an amount not to exceed \$130,000, and to execute subsequent amendments of the Agreement to extend its term for up to two additional years, for an amount not to exceed \$130,000 for each year.

### **Executive Summary:**

The Sonoma County Housing Authority, housed within the Sonoma County Community Development Commission (CDC), administers the Housing Choice Voucher (aka "Section 8") Program under contract with the U.S. Department of Housing and Urban Development (HUD), and operates similar rental assistance programs using HOME and Shelter Plus Care grants, also from HUD. Through these programs, the Housing Authority is currently assisting 2,976 very low-income households to obtain decent, safe, and sanitary housing by providing subsidies to enable them to rent dwelling units in the private market.

Housing authorities are required to conduct inspections of assisted dwelling units to determine compliance with Housing Quality Standards, in accordance with HUD regulations, prior to the execution of new housing assistance payment contracts and at least annually thereafter. These inspections have been performed by CDC staff. In 2010, the CDC began using contract inspection services on an "as-needed" basis under an agreement with Sterling Co's Inc. to cover staffing gaps resulting from periodic, unpredictable changes in workload, as well as medical and other unplanned or extended leaves. The utilization of contract inspection services has allowed the Housing Authority to meet HUD requirements, to provide a consistent level of customer service, and to reduce the time supervisory staff must leave their regular duties to cover inspections during times when staff is

not available.

Due to significant reductions in administrative funding from HUD in recent years, the level of Housing Authority division staffing is no longer sustainable. Projected operating expenses for the Housing Authority's rental assistance programs exceeded administrative funding for the FY 2012-13 budget, and a reduction in staffing was necessary to bring costs in line with revenues. Other California housing authorities have found that Inspection is a field function that can be contracted at significant cost savings while maintaining program compliance and quality customer service. In addition, contracting for inspections allows the Housing Authority to better adapt to future program changes including a pending Congressional proposal to reduce the inspection requirement from annual to biennial. Sections 34144 and 34145 of the Health and Safety Code provide the Commission with broad authority to contract out services.

On August 21, 2012, the CDC issued a Request for Proposals for Housing Quality Standards inspection services. The Request for Proposals was mailed directly to four qualified vendors and publicized on the County website. One vendor submitted a responsive proposal, as follows:

Inspection Type:	Initial Inspection	Annual Inspection	Special Inspection	Re-Inspection	No Show
Sterling Co's Inc.	\$35.00	\$24.00	\$24.00	\$20.00	\$12.00

This proposal includes rate reductions from the current contract with Sterling, reflecting the cost advantages of volume pricing. The proposed Agreement with Sterling provides for a term of 12 months. If their performance continues to be satisfactory, the CDC would execute amendments for up to two extension terms of one year each. The number of days the contractor will be used each month will fluctuate according to workload needs. It is expected that no more than \$130,000 of inspection services will be needed during any 12-month period. The CDC has sufficient administrative funds from HUD in its current fiscal year's budget to pay for the inspection services during the initial term of the Agreement.

**Prior Board Actions:**

06/28/2012 – Approved Community Development Commission fiscal year 2012-2013 budget including contracting for Housing Quality Standards inspections.

11/02/2010 - Approved Agreement for Housing Quality Standards Inspection Services with Sterling Co's Inc.

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

The Sonoma County Housing Authority's rental assistance programs help shelter many of the community's most vulnerable low-income members. Timely and proper Housing Quality Standards inspections are necessary to ensure that program participants live in decent, safe and sanitary housing and required for continued rental assistance funding.



**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 130,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 130,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 130,000</b>	<b>Total Sources</b>	<b>\$ 130,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The FY 2012-13 budget included a reduction to salary and benefit costs, and an increase in contracted services, to enable the Housing Authority to save approximately \$176,000 while still completing all required work. Rental assistance administrative funds are currently sufficient to pay contract.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

As required under the SEIU MOUD, the three Housing Lease Negotiator positions were previously provided with more than 90-days notice of layoff as part of the adoption of the CDC's FY 2012-13 budget approval process. Those layoffs were effective October 1, 2012. This item, if approved, will not result in any additional layoffs.

**Attachments:**

Agreement for Professional Services with Sterling Co's Inc.

**Related Items "On File" with the Clerk of the Board:**

# Standard Professional Services Agreement (“PSA”)

## Revision F – April 2012

### AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of November 1, 2012 ("Effective Date") is by and between the Sonoma County Community Development Commission, a public body corporate and politic (hereinafter "Commission"), and Sterling Co.'s Inc., (hereinafter "Contractor").

### R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified Housing Quality Standards (HQS) inspection services company, experienced in the performance of HQS inspections and related services; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Contractor to provide inspection services.

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

### A G R E E M E N T

#### 1. Scope of Services.

##### 1.1 Contractor's Specified Services.

Contractor shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and 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.

1.2 Cooperation With Commission. Contractor shall cooperate with Commission and Commission staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. Commission has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's

work by Commission shall not operate as a waiver or release. If Commission determines that any of Contractor's work is not in accordance with such level of competency and standard of care. Commission, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with Commission to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time Commission, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from Commission.
- 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 Commission to be key personnel whose services were a material inducement to Commission to enter into this Agreement, and without whose services Commission would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Commission. With respect to performance under this Agreement, Contractor shall employ the following key personnel: as stated in Contractor's September 7, 2012 proposal.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

#### 2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

For all services required hereunder, Contractor shall be paid on a unit basis in accordance with the budget set forth in Exhibit C provided, however, that total payments to Contractor shall not exceed \$130,000.00, without the prior written approval of Commission. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Executive Director of the Commission. The bills shall show or include: (i) the task(s) performed; (ii) the unit cost per task; and, (iii) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the Commission for

services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the Commission.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Commission shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, Commission requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the Commission requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the Commission of any changes in the facts. Forms should be sent to the Commission pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide Commission with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from October 1, 2012 to September 30, 2013 unless terminated earlier in accordance with the provisions of Article 4 below. Commission shall have the right, in its sole discretion, to extend the Agreement for two additional terms of 12 months each, as long as Contractor remains in compliance with the Agreement.

#### 4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Commission shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor 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, Commission may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

#### 4.3 Change in Funding.

Contractor understands and agrees that Commission shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the Commission anticipated using to pay Contractor for services provided under this Agreement or (2) Commission has exhausted all funds legally available for payments due under this Agreement.

#### 4.4 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to Commission all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to Commission an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5 Payment Upon Termination. Upon termination of this Agreement by Commission, Contractor 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 Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if Commission terminates the Agreement for cause pursuant to Section 4.2, Commission shall deduct from such amount the amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by Contractor.

4.6 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the Commission. In addition, the Executive Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the Commission.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including Commission, and to indemnify, hold harmless, and release Commission, its 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 Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against Commission based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on Commission's part, but to the extent required by law, excluding liability due to Commission's conduct. Commission shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which 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 Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. 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 Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. 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 Executive Director in a form approved by County Counsel. The Commission must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, Commission personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor 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 Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor 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 the Commission.

9. Representations of Contractor.

9.1 Standard of Care. Commission has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by Commission shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, 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. Contractor is not to be considered an agent or employee of Commission and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Commission provides its employees. In the event Commission exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is 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. If the Contractor becomes debarred, Contractor has the obligation to inform the Commission

9.4 Taxes. Contractor 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. Contractor agrees to indemnify and hold Commission harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case Commission is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish Commission with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor 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 Commission for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor 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. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by Commission, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with Commission disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor 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, including without limitation, the Commission's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to Commission 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 Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to Commission in this Agreement, and to refrain from taking any action which would impair those rights. Contractor'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 Commission may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Commission. Contractor 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 Commission.

9.11 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 Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Commission. Commission 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, Contractor shall promptly deliver to Commission all such documents, which have not already been provided to Commission in such form or format, as Commission deems appropriate. Such documents shall be and will remain the property of Commission without restriction or limitation. Contractor 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 Commission.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. 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 limits Commission's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. 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.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COMMISSION:                                        Sonoma County Housing Authority  
 1440 Guerneville Road  
 Santa Rosa, CA 95403

TO: CONTRACTOR:                                        Sterling Co.'s Inc.  
 1034 Emerald Bay Rd #208  
 South Lake Tahoe, CA 96150

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 facsimile or email, 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 promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email 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 paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by Commission of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 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. Contractor and Commission 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. Contractor and Commission acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 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.

13.4 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.

13.5 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 the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 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.

13.7 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.

13.8. 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.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONTRACTOR: \_\_\_\_\_

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

\_\_\_\_\_  
Sterling Inspection and Management

By: 

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

Name: Michael Petragallo \_\_\_\_\_

Title: \_\_\_ President \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_ October 1 2012 \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COMMISSION:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

**Exhibit B**

With respect to performance of work under this Agreement, Contractor 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.

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

- a. Required if Contractor 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 Coverage:
  - i. Certificate of Insurance

If Contractor currently has no employees, Contractor 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.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. Contractor shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by Commission. Contractor is responsible for any deductible or self-insured retention.
- d. The Sonoma County Community Development Commission, its officers, agents and employees, shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this agreement.
- e. The insurance provided to Commission, et al. as additional insureds shall apply on a primary and non-contributory basis with respect to 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 ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Commission and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

- h. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

(Substitute the following if the work, event or location involves marinas or the airport.)

- i. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status;
  - ii. copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
  - iii. Certificate of Insurance.

### 3. **Automobile Liability Insurance**

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

### 4. **Standards for Insurance Companies**

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

### 5. **Documentation**

- a. The Certificate of Insurance must include the following reference: Sonoma County Housing Authority HQS inspections.
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Coverage on file with Commission for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Community Development Commission  
1440 Guerneville Road  
Santa Rosa, CA 95403
- d. Required Evidence of Coverage 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. Contractor 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.

**6. Policy Obligations**

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

**7. Material Breach**

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

**Exhibit A****SCOPE OF WORK & PAYMENT**

Contractor will perform Housing Quality Standards (HQS) inspections on residential rental dwellings in connection with the rental assistance programs administered by the Sonoma County Housing Authority (SCHA).

The Contractor will perform these inspections using the HUD prescribed form 52580 as a means of recording status and deficiencies in the units inspected.

Contractor shall be paid the following rates per HQS Unit Inspection

Initial:	\$35.00
Annual:	\$24.00
Special:	\$24.00
Re-Inspection:	\$20.00
No-Show:	\$12.00

This pricing is volume driven, based on a minimum of 15 inspections per day per inspector. No-shows and Re-inspections count as half toward the minimum.

The number of days Contractor is needed per month will vary.

The SCHA will complete administrative functions required for scheduling and notification for the HQS inspections.

The SCHA will provide designated Contractor with the required schedule and HUD 52580 inspection documents.

Contractor will provide to the SCHA the required number of trained/certified HQS inspectors as required to meet the needs of this contract.

Contractor will complete the full scope HQS inspections following HUD guidelines and approved addendums as listed in the administrative plan of the SCHA.

Contractor will deliver the fully executed 52580 inspection forms to SCHA staff daily.

Contractor will provide professional customer service and maintain confidentiality in compliance with program regulations.



## County of Sonoma Agenda Item Summary Report

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

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

**To:** BOS

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** BOS

**Staff Name and Phone Number:**

**Supervisorial District(s):**

David Rabbitt (707)565-2241

Second

**Title:** Disbursement of 2012-2013 Discretionary Advertising Funds

### **Recommended Actions:**

Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following entities:

Petaluma Downtown Association, \$3,000.00

### **Executive Summary:**

Category E- Local Events and Organization of the Advertising & Promotions Program Policy provides Category E – Local Events and Organizations of the Advertising & Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Second District has a total of \$10,060 in grant allocations for FY 12/13, and has made decisions regarding a portion, \$5,500, of that allocation. Below is a list of entities and grant awards for FY 12/13.

The Second District requests these funds be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with the entity. The contract will require the County logo on promotional materials produced using the grant award and will require submission to the District Director and County Administrator's Office of advertising and promotional activity receipts up to the total amount of the grant award provided.

Petaluma Music Festival: \$1,000;  
American Legion Post 28, \$500.00;  
Sonoma County Farm Bureau \$1,000.00;  
Petaluma Downtown Association, \$3,000.00.



<b>Prior Board Actions:</b>			
3/27/12- The Board approved the Advertizing & Promotions Policy update, including the district allocations for Category E funds for FY 12/13			
<b>Strategic Plan Alignment:</b>		Goal 2: Economic and Environmental Stewardship	
Provide grant funds to non-profit partners which encourage tourism development and economic development			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
Funds were included in the FY 12/13 Advertising Programs budget. This action allocates funds available to the Second District within Category E of the Advertising Program.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
Not Applicable			
<b>Attachments:</b>			
Attachment A- DRAFT FY 12/13 Category E Grant Award Agreement Template			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None.			

AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_, 2012, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the NAME, (hereinafter ADVERTISER).

WITNESSETH:

WHEREAS, ADVERTISER has represented that it is aware of and understands the provisions and requirements of Government Code Section 26100 and COUNTY'S "Advertising and Promotions Policy" for the expenditure of funds appropriated under Section 26100, and that any expenditure made by ADVERTISER will be in compliance with Section 26100, the Advertising and Promotions Policy, and this Agreement, and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement, and

WHEREAS, ADVERTISER is ready, willing and able to perform the services herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. During the fiscal year July 1, 2012 to June 30, 2013, COUNTY shall pay to ADVERTISER up to the total sum of \$xxx (hereinafter "Advertising Funds"), payable upon execution of this contract.
2. ADVERTISER must submit to the COUNTY receipts of activities performed utilized the Advertising Funds. Activities must take place between July 1, 2012 and June 30, 2013. Receipts must be remitted to the COUNTY by July 31, 2013. If receipts are not submitted by July 15, 2013, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2013. Failure to submit required receipts may jeopardize ability to receive future grant awards.
3. In consideration whereof, ADVERTISER promises and agrees to render the following services to COUNTY during the fiscal year July 1, 2012 to June 30, 2013:  
  
As set forth in the attached, Exhibit A. In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the county's program coordinator.
3. ADVERTISER agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of ADVERTISER'S books, records, and financial statements upon COUNTY'S request and without prior notice.
4. ADVERTISER warrants to COUNTY that any Advertising funds paid to ADVERTISER by COUNTY pursuant to this agreement shall be expended for only those purposes authorized by Section 26100 of the Government Code of the State of California and the COUNTY's Advertising and Promotions Policy.

5. Travel expenses, such as transportation and lodging, and/or meal costs, are not allowable advertising and promotions expenses. Advertising Funds may not be used to purchase or lease fixed assets.
6. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.
7. Indemnification:
  - a. ADVERTISER 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 ADVERTISER, arising out of or in connection with the performance of ADVERTISER hereunder, 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, ADVERTISER'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 ADVERTISER, subject to ADVERTISER'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 ADVERTISER or its agents under workers' compensation acts, disability benefits acts, or other employee benefits acts.
  - b. ADVERTISER shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with ADVERTISER's performance hereunder.
8. Non-Discrimination: ADVERTISER shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
9. Assignment/Delegation: ADVERTISER shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
10. 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 C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
11. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to ADVERTISER. In the event of such termination, COUNTY shall pay ADVERTISER for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by ADVERTISER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by ADVERTISER.

12. Conflict of Interest: ADVERTISER covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. ADVERTISER further covenants that in the performance of this contract no person having any such interest shall be employed.
  
13. Attorneys' Fees: In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.
  
14. 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.
  
15. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. ADVERTISER expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of ADVERTISER 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 ADVERTISER shall be entitled to no compensation whatsoever for the performance of such work. ADVERTISER 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 the COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

DATE: \_\_\_\_\_

By \_\_\_\_\_  
 County Administrator, authorized by the  
 Chair, Board of Supervisors

ATTEST: \_\_\_\_\_  
 Clerk of the Board of Supervisors

NAME

DATE: \_\_\_\_\_

By \_\_\_\_\_  
 Name

\_\_\_\_\_  
 Advertiser Title



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors, Water Agency Board of Directors, Community Development Commission Board of Commissioners.

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Community Development Commission

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Mark Krug – (707) 565-7509

All

**Title:** FY 2013-14 Community Development Block Grant, HOME Investment Partnerships, Emergency Solutions Grants, and Community Services Funding Policies and Projects.

### Recommended Actions:

Concurrent approval by the Board of Supervisors, the Community Development Commission, and the Board of Directors of the Sonoma County Water Agency to:

1. Approve the FY 2013-14 *Funding Policies: Federal Community Development Block Grant, HOME and Emergency Solutions Grant Funding Programs and Community Services Funding Program* (Board of Supervisors and Community Development Commission Board of Commissioners).
2. Authorize submittal of project funding requests by the Departments of General Services and Regional Parks, the Economic Development Board (Board of Supervisors), the Sonoma County Water Agency (Water Agency Board of Directors), and the Sonoma County Community Development Commission (Board of Commissioners), for consideration during the FY 2013-14 Consolidated Plan funding process.
3. Approve submittal of two project funding requests by the Sonoma County Fairgrounds as a County-Owned Public Facilities project for consideration during the Consolidated Plan funding process (Board of Supervisors).
4. Approve early implementation during FY 2012-13 of certain recommended FY 2013-14 funding policies and approve certain waivers of existing funding policies as more fully described in the body of this Board item (Board of Supervisors and Community Development Commission Board of Commissioners).

## **Executive Summary:**

The U.S. Department of Housing and Urban Development (HUD) provides Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and the Emergency Solutions Grants (ESG) funds to local jurisdictions for a wide range of activities to benefit lower-income people. The overall federal goal of these programs is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. The County of Sonoma, the cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, Sonoma, and the Town of Windsor, have entered into a Joint Powers Agreement to form an "Urban County", which is an entity recognized by HUD as eligible for formula grant funding under these three programs. The Joint Powers Agreement designates the County as the sponsoring agency to administer and implement the program, and the Community Development Commission (CDC) as fiscal agent for the program. As required by HUD to obtain the annual formula allocation of CDBG, HOME, and ESG funds, the County has adopted a Five-Year Consolidated Plan covering FY 2010-11 through FY 2014-15, which generally describes community development and related activities undertaken by the County and the seven participating municipalities. A One-Year Action Plan must be adopted by the County each year to provide details about the specific projects that will be funded during each fiscal year.

Additionally, the locally generated Community Services Funding (CSF) is now integrated with the CDC's long-standing Consolidated Plan process outlined above.

The local policies that will guide decisions about which projects will be funded for FY 2013-14, and the County department, agency, and district projects that are seeking Board authority to request CDBG and HOME funding for FY 2013-14, are the subject of this agenda item.

### **FUNDING ALLOCATION:**

HUD has not yet announced F Y 2013-14 CDBG, HOME, and ESG program allocations. It is anticipated that funding levels will be similar to allocations received in F Y 2012-13. The estimated allocation for Sonoma County's share of federal CDBG, HOME and ESG for F Y 2013-14 is approximately \$3 million. The funding needed to level-fund the CSF program is \$520,000.

### **POLICY REVISIONS:**

The draft *Funding Policies: Federal CDBG, HOME and ESG Funding Programs and Community Services Funding (CSF) Program* has been revised from the approved FY 2012-13 version. Recommended changes to the policies are not material and are summarized in the attached Summary of Proposed Sonoma County Policy Revisions. Additionally, miscellaneous revisions were made for clarification of existing procedures, to improve the wording of the existing provisions, and to comply with the Sonoma County Five-Year Consolidated Plan and HUD regulations. The policy revisions were considered by the Technical Advisory Committee, comprised of representatives of the seven incorporated jurisdictions participating in the Urban County Joint Powers Agreement, and the Community Development Committee, an eight-member citizen's advisory panel, at concurrent public hearings on September 11, 2012. During the hearings, no members of the public made verbal comments, and no written comments have been received. Upon conclusion of the hearings, each of the

Committees reached a majority vote to recommend Board approval of the revised policy document which is on file with the Clerk of the Board.

**PROPOSED C.D.B.G. PROJECTS:**

Under the FY 2013-14 Funding Policies, 15% of the County’s CDBG allocation is available for County-Sponsored capital and economic development projects, 19.5% is available for other Unincorporated Area or Countywide capital and economic development projects, and 15% is available for Public Service projects. In addition, 30.5% of the allocation is available for capital and economic development projects in the seven participating incorporated areas in the Urban County. All projects must benefit households with incomes at or below 80% of median area income, as determined and updated annually by HUD.

County-Sponsored Projects: The following County departments and agencies seek authorization to submit these eight funding proposals for consideration:

- 1) General Services, La Plaza Buildings ADA public access improvements .....\$127,000
- 2) Russian River County Sanitation District\*, Water Pump Rehabilitation project (Agency Priority #1)...\$140,000
- 3) Sonoma County Water Agency, Hudeman Slough A.D.A. Compliant Bathroom (Agency Priority #2).....\$35,000
- 4) South Park County Sanitation District\*, Blackwell Tract Collection System Replacement Project (#3)\$100,000
- 5) Regional Parks, Hudeman Slough A.D.A. Path-Of-Travel Improvements.....\$75,000
- 6) Economic Development Board, Grow Sonoma County Loan Fund.....\$100,000
- 7) Sonoma County Fairgrounds, Garrett Building restrooms ADA improvements.....\$75,000
- 8) Sonoma County Fairgrounds, Grace Pavilion restrooms ADA improvements.....\$75,000

*\* The Sonoma County Water Agency is the sponsoring and fiscal agency for these entities.*

The Sonoma County Fairgrounds is requesting Board approval to submit two proposals under this category. Fairgrounds staff will provide with their funding applications a resolution from the Fair Board of Directors authorizing submittal of their two American with Disabilities Act (ADA) retrofit projects.

Countywide and Unincorporated Area Projects: The CDC staff requests approval to submit a proposal for \$350,000 in CDBG funding under this category for the Housing Rehabilitation program. As stipulated in the Funding Policies, the CDC will allocate program income and reprogrammed funds derived from all sources, except first-time homebuyers programs, to the Housing Rehabilitation program. Repayments of previously loaned CDBG funds for first-time homebuyers will continue to be set-aside for new homebuyer loans.

#### CONSOLIDATED PLAN APPLICATION PROCESS:

A Request for Proposals will be issued on approximately 10/19/2012, and a Technical Assistance Session will be held for all interested applicants on 10/23/2012. All CDBG, HOME, ESG and CSF funding applications must be submitted directly to the Commission by 12/21/12. The Community Development Committee will hold public hearings on all HOME applications, and on all CDBG applications for capital and economic development activities not located in the incorporated jurisdictions on 2/26/13. The Technical Advisory Committee will hold a public hearing on the incorporated area CDBG capital and economic development applications on 3/11/13. The Community Development Committee will hold a public hearing on CDBG, ESG, and CSF Public Service applications on 3/12/13. The recommendations of the Community Development Committee and the Technical Advisory Committee will be included in a draft One-Year Action Plan, which will be considered by the Board of Supervisors at your 5/7/13 meeting. The adopted FY 2013-2014 Consolidated Plan: One-Year Action Plan must be submitted to HUD by 5/15/13.

#### CURRENT YEAR POLICY WAIVERS:

Circumstances have occurred in FY 2012-13 which lead CDC staff to recommend a waiver of current funding policies for one project, and an early implementation of proposed FY 2013-14 policies in another case. These circumstances and recommendations are as follows:

1. Extend deadline for Jamie Lane, Cotati, Housing Land Trust project: This affordable housing project sponsored by the Housing Land Trust of Sonoma County and heavily dependent upon financial support from the City of Cotati, has a CDBG award of \$100,235 from the 2011-2012 fiscal year. The project has been delayed because of the State's dissolution of local redevelopment agencies, including Cotati's former agency, and the uncertainty and unanticipated funding gaps associated with that process. As a result, staff is recommending that the deadline for expenditure of the CDBG funds be moved back by six months to June 30, 2013.
2. Reprogramming policy for COTS' declined funding award: The proposed FY 2013-14 policies contain language that directs staff regarding reprogramming of CSF grant funds in the event that a CSF award is declined or otherwise under-spent. Policies for FY 2012-13 and earlier have been silent on this eventuality. For FY 2012-13, COTS has declined a \$15,000 CSF award for the Family Connections program because that program is being discontinued due to fiscal difficulties. Thus, the recommendation here is to implement FY 2013-14 reprogramming language immediately upon adoption of this Board item so that staff has direction on how to reprogram the \$15,000. Specifically, the \$15,000 would be reprogrammed to the County-wide housing rehabilitation program, consistent with long-standing reprogramming practices with CDBG funds.

#### **Prior Board Actions:**

05/08/12: Board approved F.Y. 2012-13 Consolidated Plan: One-Year Action Plan.

11/01/11: Board approved F.Y. 2012-13 Consolidated Plan Policies and project submittals by County departments and agencies.



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

County funding programs associated with this item provide social services, disabled accessibility and decent, safe and affordable housing for targeted low income households, disabled individuals and homeless persons and households.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

No fiscal impact to FY 12-13. The majority of the actions are related to planning for the FY 13-14 funding cycle where funding amounts remain unknown. Two requested administrative actions for FY12-13 are fiscally neutral. One is extending the expenditure deadline for an existing funding award and the other the reprogramming of a declined Community Services Fund public services award of \$15,000 to the County housing rehabilitation program, essentially the early adoption of a recommended 13-14 policy for a 12-13 situation.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Summary of Proposed Sonoma County Policy Revisions.

**Related Items "On File" with the Clerk of the Board:**

Draft Funding Policies: Federal CDBG, HOME and ESG Funding Programs and Community Services Funding (CSF) Program.





**Sonoma County Community Development Commission**  
Sonoma County Housing Authority  
1440 Guerneville Road, Santa Rosa, CA 95403-4107

## ***Funding Policies: Federal CDBG, HOME and ESG Funding Programs and Community Services Funding (CSF) Program***

### **SUMMARY OF PROPOSED SONOMA COUNTY POLICY REVISIONS**

The draft *Funding Policies: Federal CDBG, HOME and ESG Funding Programs and Community Services Funding (CSF) Program* has been revised to make miscellaneous revisions for clarification of existing procedures, to reflect funding and operational changes, and to improve the wording of the existing.

These changes are:

1. Maintaining the minimum award amount at \$15,000 for programs not required to participate in the Homeless Management Information System (HMIS) and raise the minimum to \$20,000 for those programs that are HMIS participants in recognition of the added administrative work.
2. Slightly broaden the eligible use of CDBG funds set-aside for home ownership purposes from only properties previously assisted with these CDBG funds to any property where the CDC has an existing interest.
3. Eliminate the automatic programming of 45% of total HOME funds to the HOME tenant-based assistance program and instead, designate that program as an eligible use, without guaranteed formula funding.
4. Clarify the eligibility of CDBG funds for economic development purposes.
5. Add policy language covering the reprogramming of Community Services Funds (CSF) as the existing policies are silent on this.
6. Other, non-substantive changes to improve language clarity or to improve internal consistency and compliance with policy intent.





## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 8  
(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:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Economic Development Board and Human Services Department

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Ben Stone (707)565-7170 & Karen Fies (707)565-8501

**Title:** Sonoma County Partnership Agreement

### **Recommended Actions:**

Authorize the Chair to sign the Workforce Strategy Taskforce's Sonoma County Partnership Agreement for Aligning Workforce and Education with Employer Needs.

### **Executive Summary:**

One of the products of the Workforce Strategy Taskforce, initiated from the recommendations of the Innovation Action Council, is a historic partnership agreement among educational institutions, labor, business, non-profits, local government and Sonoma County organizations invested in workforce development. This agreement promotes the exchange of information among these key players in order to help align workforce and education with the needs of employers. The goal will be to develop a common workforce strategy over the next six months.

### **Prior Board Actions:**

**Strategic Plan Alignment:** Goal 3: Invest in the Future

Sonoma County is experiencing an employment gap between unfilled jobs and unemployed/underemployed workers. The Partnership Agreement will encourage the sharing of information among several sectors of Sonoma County invested in workforce development. This information can be utilized to determine the needs of local employers and align the training and education of the current and future workforce to meet respective needs.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**  
None

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**  
None

**Attachments:**  
Copy of Sonoma County Partnership Agreement

**Related Items "On File" with the Clerk of the Board:**  
Sonoma County Partnership Agreement

## **Partnership Agreement**

### **Sonoma County Strategic Plan for Aligning Workforce and Education with Employer Needs**

Note: This agreement is non-financial and does not obligate any of the parties to expend any funds.

The Sonoma County Office of Education, Santa Rosa Junior College, Sonoma State University and Empire College, in conjunction with the Sonoma County Workforce Investment Board, the Board of Supervisors, the Economic Development Board, PASCO, Sonoma County BEST, North Bay Labor Council, North Bay Leadership Council, Cradle to Career, and Operating Engineers agree to share information for the purpose of aligning local education and training with employers' needs. This community collaborative among businesses, public school systems, workforce and economic development, and higher educational institutions throughout the county will enable the design of programs that result in a well-articulated and skilled workforce, opening opportunities for entry and advancement for youth and adults in locally demand-driven careers.

#### **Mission & Purpose**

The strategic plan for aligning workforce and education with employer needs envisions a system designed to create a world-class workforce to meet the needs of Sonoma County's employers. The purpose of this collaborative is to develop a strategy to prepare job seekers with relevant skills in demand by local businesses, enabling employers to fill available positions and decrease the gap between low levels of hiring and high levels of unemployment.

#### **Collaborative Members**

Cradle to Career, Health Action Partnership  
Empire College  
North Bay Labor Council  
North Bay Leadership Council  
Operating Engineers  
Professional Association of Sonoma County for Human Resources (PASCO)  
Santa Rosa Junior College  
Sonoma County Board of Supervisors  
Sonoma County BEST  
Sonoma County Economic Development Board  
Sonoma County Office of Education  
Sonoma County Workforce Investment Board  
Sonoma State University

The organizations above will initiate the strategic planning collaborative, expanding to welcome all possible interested parties which demonstrate common goals of workforce development, over the next several months. As a participating member of the collaborative, organizations agree to share information to align goals to prevent duplication and improve common goals.

In keeping with the efforts already undertaken, the Workforce Investment Board will review the recommendations of the Workforce Strategy Taskforce. Additionally, the Workforce Investment Board will examine the feasibility of partnering with and expanding regional Business Education Roundtables as a means to continue to add employer input.

The outcomes of the strategic planning collaborative will be beneficial to schools, colleges and universities, local employers and industries, workforce development partners and the greater Sonoma County community.

RESOLUTION OF ALIGNMENT

The undersigned hereby agree to share information with the goal to align workforce and education with employers' needs.

_____ Cradle to Career, Health Action Partnership Oscar Chavez, Chair	_____ Date
_____ Empire College Roy O. Hurd, President	_____ Date
_____ North Bay Labor Council Jack Buckhorn, President	_____ Date
_____ North Bay Leadership Council Cynthia Murray, President	_____ Date
_____ Operating Engineers Chris Snyder, District Representative	_____ Date
_____ Professional Association of Sonoma County (PASCO) Shane K. Anderies, President	_____ Date
_____ Santa Rosa Junior College Dr. Frank Chong, President	_____ Date
_____ Sonoma County Board of Supervisors Shirlee Zane, Chair	_____ Date
_____ Sonoma County Building Economic Success Together (BEST) Carolyn Stark, Executive Director	_____ Date
_____ Sonoma County Economic Development Board Pam Chanter, Chair	_____ Date
_____ Sonoma County Office of Education Dr. Steven Herrington, Superintendent	_____ Date

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Sonoma County Workforce Investment Board  
Scott Kincaid, Chair

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Date

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Sonoma State University  
Dr. Rubin Arminana, President

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Date





## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 9  
(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:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Services Department, Department of Health Services

**Staff Name and Phone Number:**

**Supervisory District(s):**

Human Services, Kim Seamans – (707) 565-2198  
Health Services, Rita Scardaci – (707) 565-4700

Countywide

**Title:** Supplemental Nutrition Assistance Program-Education Agreements

### Recommended Actions:

1. Authorize the Interim Director of the Human Services Department or designee to accept \$249,182 in federal Supplemental Nutrition Assistance Program Education (SNAP-Ed) funds to be used for local nutrition education.
2. Authorize the Interim Director of the Human Services Department to execute a contract with Northern California Center for Well-Being for the period of October 1, 2012 through September 30, 2013, for a total not to exceed \$107,106 to provide local Nutrition Education services.
3. Authorize the Director of Health Services to execute the first amendment to an agreement with Northern California Center for Well-Being increasing the amount by \$128,335 and extending the contract term by one year, for a new not to exceed contract total of \$170,745 and an end date of September 30, 2013.

### Executive Summary:

In January 2012, the Human Services Department (HSD) and the Department of Health Services (DHS) received SNAP-Ed funding from the California Department of Social Services (CDSS) and the California Department of Public Health (CDPH), respectively, to implement the Community Nutrition Expansion Project in federal FY 2012.

In May 2012, HSD was notified by the Department of Agriculture Food and Nutrition Services (FNS) that it had extended the release of Supplemental Nutrition Assistance Program Education (SNAP-Ed) funds to select California counties that received funding last year. The funds allow the counties to develop and implement nutrition education projects. Sonoma was one of the counties selected for this funding due to our ongoing relationship with DHS as well as our high rate of obesity and diabetes. HSD must focus its services on CalFresh participants, but may also offer services to potentially eligible people at designated “proxy sites” such as homeless shelters, drop in facilities for the homeless, Drug Rehabilitation Facility for perinatal care, and homeless youth. HSD anticipates the length of the grant to be from October 1, 2012 through September 30,

2013. HSD was awarded \$249,182. The federal funding requires no county general fund match.

In addition, DHS also received notification from CDPH, Network for a Healthy California, that DHS was selected for additional funding in the amount of \$2,532,078 for federal FYs 2012-2016. Funding is from the nutrition education component of USDA's Supplemental Nutrition Assistance Program, known as CalFresh in California. This funding will be used to increase access and consumption of healthy foods, decrease consumption of less healthy foods and beverages, increase consumption of water, and increase physical activity opportunities throughout the day.

***Human Services Department: Use of Additional Snap-Ed Funding.***

HSD requests the Board authorize the Interim Director of the Human Services Department or his designee to accept federal grant funding for nutritional education, and authorize the budget resolution.

The HSD plans to expend grant funding the following ways:

\$107,106 released to Northern California Center for Well Being (NCCWB) as contractor to deliver nutrition education per contract: \$107,106 will be released to NCCWB to provide nutrition education classes and education events such as cooking demonstrations. The HSD expects to reach 1,250 people, at least half of those being homeless, with an emphasis on homeless youth. All materials will be provided in English and Spanish.

HSD will be extending their current contract with NCCWB to provide these services.

\$8,600 for purchase, duplications and distribution of materials: This will be used to purchase FNS approved SNAP-Ed materials such as cookbooks, recipe cards, posters and other materials; display models to be used during educational sessions; postage for direct mailing to CalFresh households; and may include the purchase of nutritional education materials to be provided in primary classroom newspaper publications and local print media.

\$4,243 Equipment and Mileage: Funds will provide for telephone and computer costs, and software for program evaluator including any additional software license for the Statistical Package for Social Services (SPSS) and three sets of cooking equipment and supplies for use by the subcontractor for cooking demonstrations or tastings. These can include propane cook-tops, mixing and measuring bowl, utensils and other cooking and/or storage equipment. Food and Nutrition Services (FNS) requires that these remain the property of the Department, not the subcontractor.

Mileage is included for the program evaluator and employees of subcontractor to attend meetings and conduct site visits. Incumbents in these positions will participate in the County Nutrition Action Planning Committee as part of this assignment as well as attend the Annual Network for a Healthy California Nutrition conference. As part of this program, HSD staff will participate on the steering committee charged with developing a countywide nutrition plan.

**\$113,837 To Provide Evaluation Supports and Meet Reporting Requirements:** To manage the ongoing program evaluation and to meet state reporting requirements: The Department will hire an Extra Help Program Evaluator (or subcontract out) through September 30, 2013, and use some of the funds to offset the costs of .15 FTE of an existing Planner Analyst to manage the subcontractor contract. This function will provide the necessary reports to the State and conduct a program evaluation of both the Health Services and Human Services grants, with a focus on providing information that will assist local and State policy makers with nutritional and health policy.

**\$15,396 attributed to indirect costs.** These costs are a percentage of total expenses or personnel or both. Indirect costs attached to sub contractor have been added into their total \$107,106. Balance of indirect costs are allotted to the County.

***Department of Health Services: Use of Additional Snap-Ed Funding.***

DHS requests Board authorize the Director of Health Services execute the first amendment to an agreement with Northern California Center for Well-Being (NCCWB) to assist with the implementation of the Sonoma County Community Nutrition Expansion Project for the period October 1, 2012 through September 30, 2013 increasing the funding amount by \$128,335 for a new not to exceed contract total of \$170,745.

NCCWB will focus on nutrition education efforts throughout Sonoma County and be responsible for reaching over 3,000 unduplicated CalFresh eligible adults through nutrition education and Rethink Your Drink sessions. Sessions will be located at schools, public housing sites, Pasitos and AVANCE classes, churches, Head Start sites, farmer's markets, Cal Fresh offices, shelters, TANF/Cal Works offices, clinics, and community events throughout Sonoma County. NCCWB will also continue to participate in the County Nutrition Action Plan Workgroup to help coordinate USDA food program interventions and efforts to increase food security in the target population. Prior to the expiration of NCCWB's agreement in September 2013, DHS will initiate a competitive process to identify a contractor(s) for the remaining three years of SNAP-Ed nutrition education funding.

Note that while both DHS and HSD will contract with NCCWB, separate agreements are necessary given the funding requirements, compliance guidelines, claiming processes, and scopes of work prescribed by state agencies are different.

***HSD and DHS Departmental Collaboration.***

The acceptance of SNAP-Ed funds has allowed HSD and DHS to develop and implement nutrition education projects jointly with the goal to establish a stronger SNAP-Ed countywide presence. Funding has been used for program planning and implementation related to nutrition education, improving food security, and to carry out nutrition education activities that serve eligible low-income county residents.

HSD and DHS have worked together over the past year to develop a joint SNAP-Ed program that offers a variety of educational opportunities for eligible community members. The departments have also successfully convened a County Nutrition Action Plan Workgroup, a collaborative of U.S.D.A. Food and Nutrition Service funded and unfunded partners, as well as Sonoma County food system advocates and partners, that seeks to develop and implement a County Nutrition Action Plan to coordinate food access, nutrition education and

outreach efforts to better serve Sonoma County residents struggling with food insecurity.

HSD and DHS will continue to work together over the next year to 1) develop programs that offer a variety of educational opportunities for community members and 2) finalize a County Nutrition Action Plan. DHS will continue to coordinate nutrition education subcontract efforts for both HSD and DHS. HSD will continue to coordinate evaluation efforts for both the HSD and DHS grants. Using funds from both grants, HSD plans to add an Extra Help, time-limited Program Planner Analyst, skilled in project evaluation and statistics, or subcontract with an outside evaluator through a competitive process to coordinate SNAP-Ed evaluation and reporting efforts as required by CDSS and CDPH.

HSD and DHS will also offer five-session courses and single-session classes at various locations throughout the county, including Santa Rosa, Cloverdale, Sonoma Valley, Petaluma, Rohnert Park, Healdsburg, Guerneville, Occidental, Forestville, and Windsor. HSD will focus on providing nutrition education at homeless shelters, drug rehabilitation centers for perinatal care, community clinics drop in centers for homeless, service centers for homeless youth (VOICES), and the CalFresh office. DHS will focus on providing nutrition education at elementary schools, food pantries, community clinics, food outlets, churches, public housing, and TANF office, Head Start facilities, and at local events such as health fairs and farmers' markets.

**Prior Board Actions:**

12/6/2011 - Authorized HSD accept \$183,250.00 in SNAP-Ed funding for Federal Fiscal Year 2011/2012 and DHS execute an agreement with the California Department of Public Health to receive \$250,000 to implement the Sonoma County Community Nutrition program.

**Strategic Plan Alignment:**

Goal 1: Safe, Healthy, and Caring Community

Allows HSD and DHS to provide valuable nutrition education to low income individuals and families.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 377,517	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 377,517
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 377,517</b>	<b>Total Sources</b>	<b>\$ 377,517</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The FY 12-13 impact includes \$249,182 in HSD Snap-Ed funding and \$128,335 in DHS Snap-Ed funding for a total amount of \$377,517. The Consolidated Budget Adjustment includes the Human Services Dept adjustment of \$249,182. HSD's grant period is based on the Federal Fiscal Year, ending September 30, 2013, and thus crosses a County Fiscal Year. HSD will encumber the expenses and budget the remaining monies for Fiscal Year 2013/2014. DHS grant period extends through FY 15-16 and will be included in future year budgets.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None.

**Attachments:**

**Related Items "On File" with the Clerk of the Board:**

Contracts



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

**Supervisory District(s):**

Nathan Quarles 565-3507

Fifth District

**Title:** An Ordinance No. 3836R Permit.

### Recommended Actions:

Resolution issuing an Ordinance No. 3836R permit (a roiling permit) to Austin Creek Materials to conduct in stream annual gravel removal in Austin Creek near the town of Cazadero. A 4/5ths vote is required.

### Executive Summary:

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 Game Code and waste discharge permits applicable to the work or operations, if any, pursuant to the Porter-Cologne Water Quality Control Act. Applications by public agencies must also be accompanied by evidence of compliance with the California Environmental Quality Act.

The application submitted by Austin Creek Materials complies with the requirements of the 3836R Ordinance. The applicant proposes to continue their annual gravel removal from areas of gravel bars that are exposed during summer low flow conditions in the Austin Creek.

Project activities in Austin Creek will take place between October 16th, and November 1st, 2012. No extensions will be required for the work. Excavation area will include 4000 feet of stream that will be resorted utilizing the pools and alcove extraction method to maximize amount of habitat that can be used by juvenile fish during low water conditions.

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:**

2007 and previous years' roiling permits were obtained by Austin Creek Materials for annual gravel mining.

**Strategic Plan Alignment:** Goal 2: Economic and Environmental Stewardship

Explanation: This permit allows the local mining company an opportunity to remove aggregate material from Austin Creek. Aggregate material is the cornerstone of the construction industry and having this resource available supports employment and construction activities in Sonoma County. The proposed project also provides for fisheries habitat by restoring pools and alcoves.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

This is a private project and has no impact to the County's budget other than paying for staff time to produce the permit.

**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
- A) Application
- B) Location Map

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

Application package.



**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: 10/16/2012**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Issuing A Permit Pursuant To Section VIII Of Ordinance No. 3836R To Austin Creek Materials For Gravel Mining Operations In Austin Creek near Cazadero. (4/5 Vote Required.)**

**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 Austin Creek Materials for an Ordinance No. 3836R permit to perform annual gravel removal operations including stream restoration to maximize fish habitat in Austin Creek 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

**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 streams 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;

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 Game 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.

4. That the permit is hereby granted to the applicant pursuant to Section 25526.6 of the Government Code.

Resolution #  
Date: 10/16/2012  
Page 2

**Supervisors:**

Brown:	Rabbitt:	McGuire:	Carrillo:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

**So Ordered.**

# Rolling Permit Application

DRN-003

The Board of Supervisors approves all rolling 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

Name STEVE CAVALIS

Mailing Address 600 AUSTIN CREEK ROAD

City/Town CAZADERO CA State/Zip 95421

Phone 707-632-5296 Fax 707-632-5115

Work start date OCTOBER 1, 2012

Signature [Signature]

Project Site Information

Address(es) 600 AUSTIN CREEK ROAD

City/Town CAZADERO, CA 95421

Assessor's Parcel Number(s) 097-080-007

River or Stream Name AUSTIN CREEK

Estimated completion date NOVEMBER 1, 2012

Date SEPTEMBER 20, 2012

Types of work (check one):

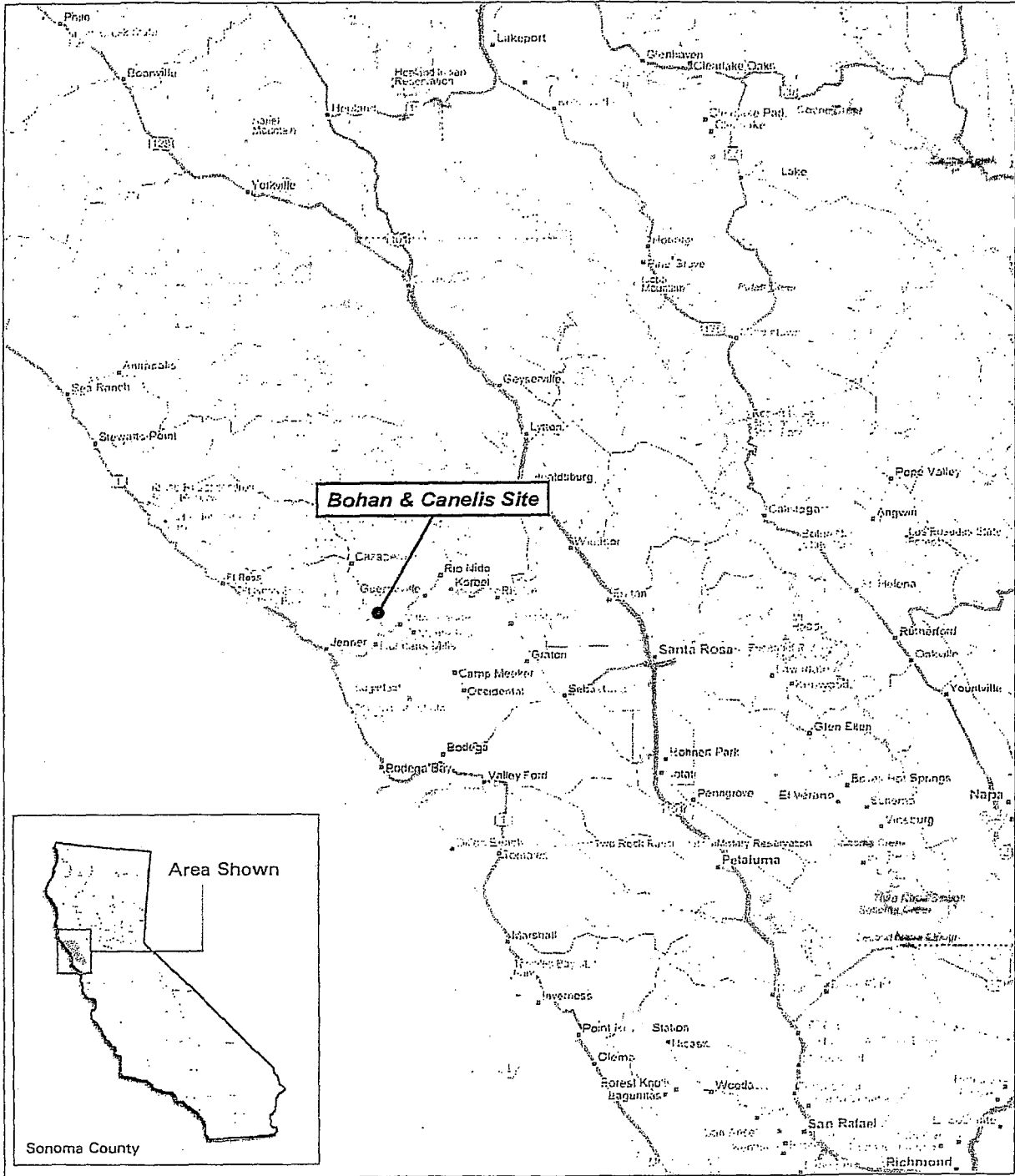
- To protect riparian property adjacent to a river or stream.
- To construct recreational dams.
- To perform construction work on riparian property, the nature of which may decrease the clarity of the waters of the river or stream.
- To construct temporary bridges, dikes, dams and settling ponds in connection 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 1/2 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 rolling 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



**Bohan & Canelis Site**

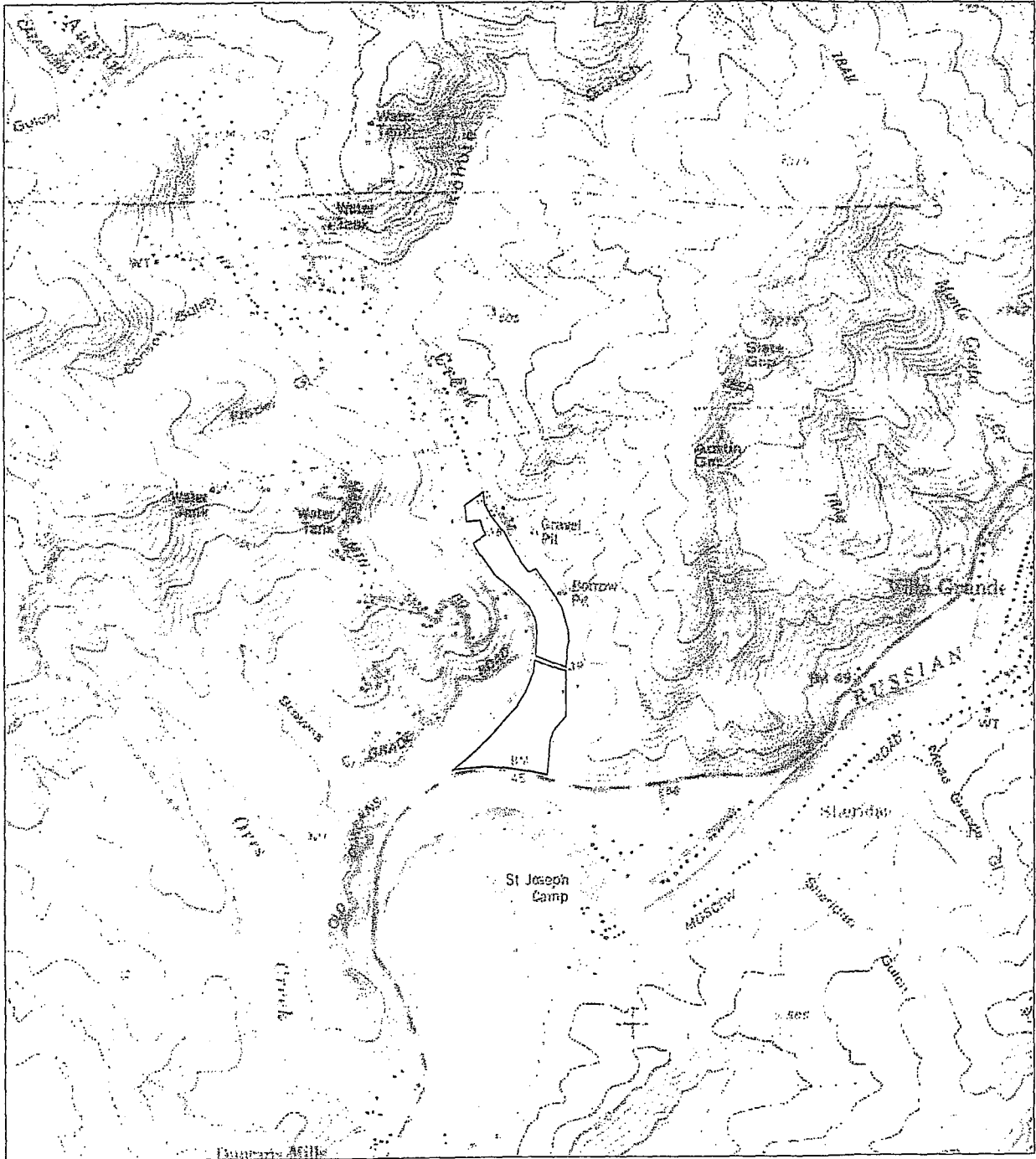
Area Shown

Sonoma County



0 10 Miles  
SCALE: 1" = 10 Miles

Figure 1  
Regional Location  
BOHAN & CANELIS  
AUSTIN CREEK IN-STREAM MINING

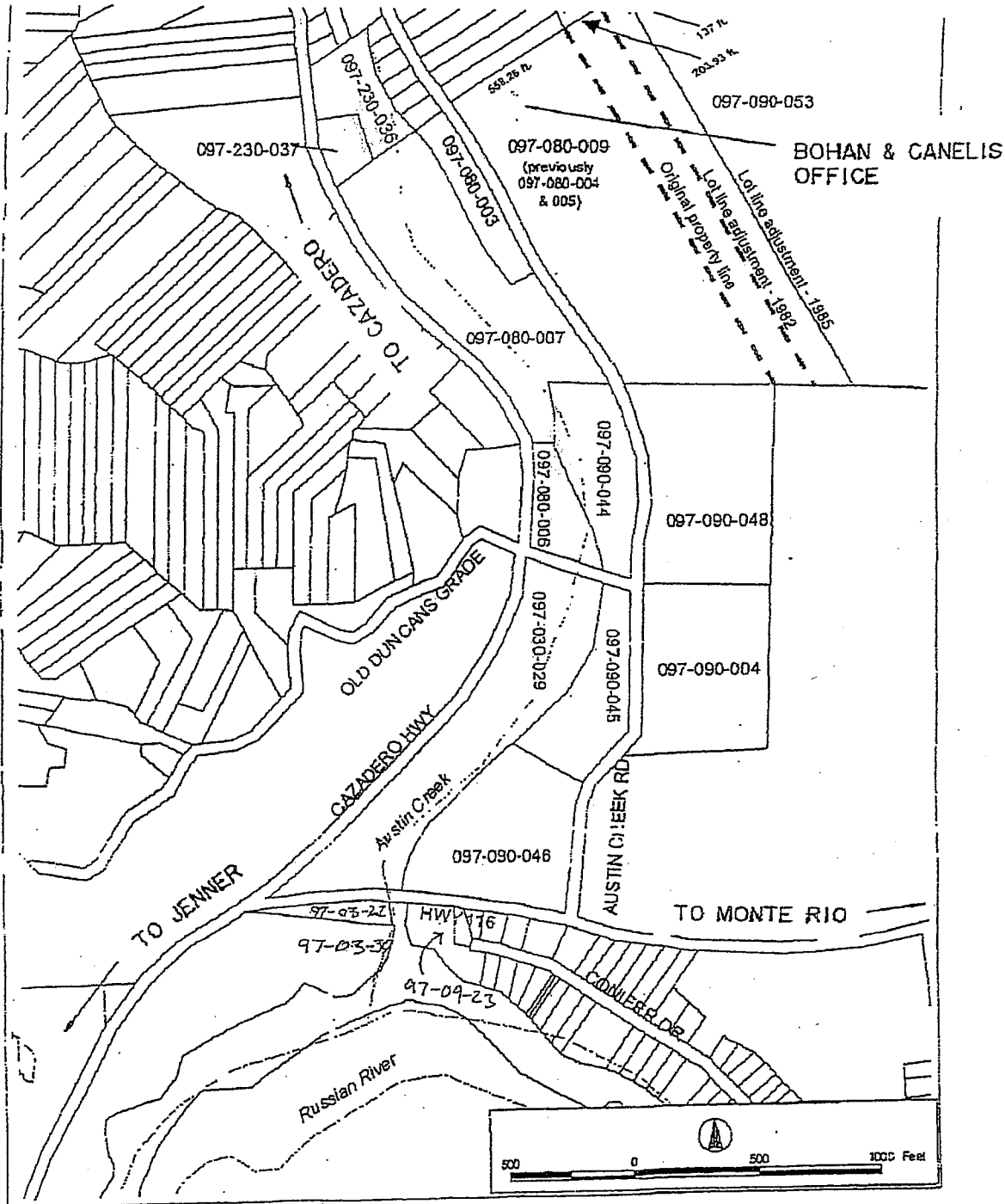


 Reclamation Plan Parcel Boundaries



0 2000'  
SCALE: 1" = 2000'

Figure 2  
Site Topography and Affected Parcels  
BOHAN & CANELIS  
AUSTIN CREEK IN-STREAM MINING



Reclamation Plan Parcels



Figure 5  
Parcel Map  
BOHAN & CANELIS  
AUSTIN CREEK IN-STREAM MINING



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 11  
(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:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Regional Parks

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Bert Whitaker (707) 565-2041

District 5

**Title:** License Agreement for Occidental Community Center

### Recommended Actions:

Make a finding that the proposed Revocable License Agreement with Sonoma County Family YMCA, Inc., for the operations and maintenance of the Occidental Community Center for the period of August 30, 2012 through August 29, 2013 is necessary to meet the social needs of the community and authorize the Chair to execute the Revocable License Agreement.

### Executive Summary:

Sonoma County Family YMCA has operated and maintained the Occidental Community Center since 1989. Sonoma County Family YMCA provides adult and youth recreation programs at the Occidental Community Center. In addition to programming, operation and maintenance, Sonoma County Family YMCA provides security and janitorial services. This cooperative agreement has facilitated increased use of the Occidental Community Center by the public, reduced vandalism, expenses and County obligations. The estimated annual value of services provided by Sonoma County Family YMCA to the County of Sonoma is \$17,000 per year.

As part of this agreement, the County of Sonoma agrees to pay for utilities, property insurance, and major maintenance. Utilities costs in FY11-12 totaled \$12,600. The County reviews and adopts rental rates for public usage of the facilities and reserves the right to schedule events and collect fees for usage.

Pursuant to Government Code Section 26227, the Board of Supervisors may fund programs deemed by the Board to be necessary to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons. Section 26227 also allows the Board of Supervisors to make available to a public agency, nonprofit corporation, or nonprofit association any real property of the county which is not and, during the time of possession, will not be needed for county purposes, to be used to carry out such programs, upon terms and conditions determined by the Board of Supervisors to be in the best interests of the county and the general public. Staff is recommending that the Board find that the proposed license with Sonoma County Family YMCA is

necessary to meet the social needs of the community in the areas of health, public safety, welfare and education and that the property is not otherwise needed by the County for the term of the agreement.

The County and the YMCA wish to extend the agreement for one additional year with an option to authorize the Director of Regional Parks to extend the agreement up to four years upon expiration of the initial term. The agreement can be canceled for any reason by either party with thirty days prior written notice. The Department is investigating additional options for the long-term operation and management of the facility with public and private partners. In June of 2012 Regional Parks issued a Request For Proposals for a project to upgrade the Occidental Community Center to create a trailhead and adventure day lodge at the facility to provide access to the numerous public properties in western Sonoma County.

**Prior Board Actions:**

Since 1989 the Board of Supervisors has approved a series of Revocable License Agreements with Sonoma County Family YMCA to operate and maintain the Occidental Community Center.

**Strategic Plan Alignment:** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

In the absence of a contract with Sonoma County Family YMCA, it would cost the County of Sonoma \$17,000 per year in staff costs and supplies to provide the same level of service to the community.

**Staffing Impacts**

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



<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Occidental Community Center License Agreement FY12-13 (5 copies)			



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 12

(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

**Supervisory District(s):**

Thomas F. O'Kane, Jr., (707) 565-3585

First

**Title:** Measure M Cooperative Funding Agreements

### Recommended Actions:

Approve First Amendment to Cooperative Agreement between the Sonoma County Transportation Authority (SCTA) and the County of Sonoma for Arnold Drive Area Improvements M30310-A1 removing the intersection of State Routes 116 and 121 phase of the project; and Approve Cooperative Funding Agreement SCTA12027 between SCTA and County of Sonoma for the SON-116/121 Highway Intersection Improvement Project committing \$300,000 in County funds.

### Executive Summary:

On March 15, 2011 the Board of Supervisors approved Cooperative Agreement M30310 between SCTA and County of Sonoma for the Arnold Drive Area Improvements, one of the eleven eligible projects in the original Measure M Strategic Plan. This project consists of five phases of improvements along the corridor of Arnold Drive in the Sonoma Valley. One of the five phases is improvement of the intersection of State Routes 116 and 121. The total cost of the intersection improvements (round-about design) was estimated by Caltrans to be in the range of \$10,000,000 including design, permitting, right-of-way, & construction.

There are provisions in the current Measure M agreements that require a project sponsor to complete a project to construction or reimburse the Measure M funds spent on project development. Without identified construction funding, there is too much risk for Sonoma County to expend Measure M and matching funds on project design, environmental, permitting and right-of-way with the knowledge that it might have to reimburse the Measure M funds. The amendment to the Cooperative agreement removes the intersection of State Routes 116 and 121 from the Arnold Drive Area Improvements and assigns the role of project sponsor to SCTA. By doing so, preliminary project development can go forward and perhaps be in better position for future funding that may or may not come available, without risk to the County.

The Cooperative Funding Agreement SCTA12027 requires the County to provide \$300,000 towards the initial project development work for the project. \$150,000 of this will come from the County's share of Measure M allocated towards the Arnold Area Improvements and \$150,000 will come from Sonoma Valley Traffic Mitigation funds as required local

match. This will complete the County's obligation towards this phase of the project. Appropriations are available in the FY 12-13 Roads – Co-operative Capital Projects Index.

**Prior Board Actions:**

3/15/11: Board approved Cooperative Agreement M30310 with SCTA for Arnold Drive Area Improvements.

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

The installation of a roundabout at this location will greatly improve the safety for all motorists, bicyclists, and pedestrians traversing the intersection as well as improving the air quality and fuel efficiency. The current configuration requires that every vehicle stop at the approach before proceeding. During various periods of the day, long backups of traffic occurs with vehicles idling, stopping, and going multiple times approaching the intersection. The roundabout allows for traffic to continue to move through the intersection without stopping or idling. It is a very efficient design.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 300,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 150,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	Measure M	\$ 150,000
<b>Total Expenditure</b>	<b>\$ 300,000</b>	<b>Total Sources</b>	<b>\$ 300,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Sonoma SON 116/121 Highway Improvement Project Cooperative Funding Agreement;  
First Amendment to Measure M Arnold Drive and 116/121 Improvement Project Cooperative Funding

Agreement.

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

**COOPERATIVE FUNDING AGREEMENT NO. SCTA12027  
SON-116/121 HIGHWAY INTERSECTION IMPROVEMENT PROJECT  
BETWEEN SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
COUNTY OF SONOMA**

This Agreement is made and entered into as of \_\_\_\_\_ 2012 (“Effective Date”) by and between the COUNTY OF SONOMA hereinafter referred to as “COUNTY” and the SONOMA COUNTY TRANSPORTATION AUTHORITY hereinafter referred to as “AUTHORITY.”

**RECITALS**

1. AUTHORITY adopted that certain 2011 Strategic Plan that sets forth AUTHORITY’S program and project implementation policies with regard to the use of funds provided under the 2004 Traffic Relief Act of Sonoma County Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 2, 2004 (hereinafter referred to as “Measure M”). The 2011 Strategic Plan as such plan may be amended from time to time is hereinafter referred to as the “Strategic Plan.”
2. Pursuant to the Strategic Plan and Measure M, AUTHORITY and COUNTY desire to enter into a Cooperative Funding Agreement to define a framework to enable the two parties to work cooperatively in developing transportation improvements to the SON-116/121 Highway Interchange in Sonoma County (hereinafter referred to as “SON-116/121 Interchange Improvements”).
3. AUTHORITY and COUNTY desire to deliver the SON-116/121 Intersection Improvements Project Initiation Document (PID) in conjunction with the Measure M LSP#3 – Highway 121/116 Intersection Improvements and Arnold Drive Improvements. The combined project is described in Exhibit A to this Agreement (hereinafter referred to as the “Project”).
4. AUTHORITY and COUNTY desire to have Caltrans prepare the Project Initiation Document for the SON-116/121 Interchange Improvements project which would include a roundabout to replace the current intersection at said location in Sonoma County.
5. AUTHORITY and COUNTY developed a financial plan and schedule for completion of the Project which is attached hereto as Exhibit B.
6. Pursuant to the Strategic Plan and Measure M, AUTHORITY is committed to make available up to \$5,000,000 in Local Street Project (LSP) program funding to assist with the Project.
7. COUNTY is committed to make available up to \$150,000 in funding to assist with the project.
8. The AUTHORITY and COUNTY desire to share cost of the PID, by the amount shown in Exhibit B. The AUTHORITY will deduct for Caltrans invoice payments from Measure M LSP accounts as shown in Exhibit B.
9. The AUTHORITY and COUNTY desire AUTHORITY to enter into a separate cooperative agreement with Caltrans to provide PID document.
10. COUNTY agrees to pursue to completion the four phases of the Arnold Drive Improvements  
NOW, THEREFORE, in consideration of the foregoing, AUTHORITY and COUNTY do hereby agree as follows:

## AGREEMENT

### SECTION I

#### COUNTY RESPONSIBILITIES

1. Total COUNTY Contribution: COUNTY agrees to provide \$150,000 of local funds towards the Project, in accordance with the financial plan (Exhibit B) and schedule (Exhibit C). COUNTY agrees to compensate AUTHORITY for PID expenses in accordance with the financial plan (Exhibit B). The cost of the COUNTY'S own administration, independent quality assurance, oversight and project management is not considered a Project cost that is covered by this Agreement and is not included in the Project Plan.
2. Phase 1, 2, 4, and 5. COUNTY agrees to pursue completion of the four phases of the Arnold Drive Improvements listed in Exhibit A concurrently with the schedule for the Project shown as Exhibit B.
3. Initial Deposit. COUNTY agrees to make payment of \$40,000 within 30-calendar days of receipt of invoice for PID deposit. Thereafter, AUTHORITY will submit monthly invoices for estimated monthly costs based on actual expenditures invoiced by Caltrans.
4. Progress Payments. COUNTY agrees to promptly make payments on all PID invoices within 30-calendar days of receipt of each invoice.
5. Compliance with Laws. With regard to administering and completing COUNTY'S responsibilities for the Project, COUNTY shall at all times comply with all applicable laws fo the United States, the State of California, the County, and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
6. Records. COUNTY agrees to allow AUTHORITY to audit all expenditures relating to the Project funded through this Agreement. For the duration of the Project, and for five years following completion of the Project, or earlier discharge of the Agreement, COUNTY shall make available to AUTHORITY all records relating to expenses incurred in performance of this Agreement.
7. Notice of Audit. COUNTY agrees to provide timely notice to AUTHORITY if an audit is to be conducted.

### SECTION II

#### AUTHORITY RESPONSIBILITIES

1. Total AUTHORITY Contribution. AUTHORITY agrees to provide up to \$5,000,000 in Local Street Project (LSP) program funding towards the Project, in accordance with the Project Plan. The cost of the AUTHORITY'S own administration, independent quality

assurance, oversight, and project management is not considered a Project cost that is covered by this Agreement and is not included in the Project Plan.

2. Additional Cooperative Agreements. AUTHORITY agrees to enter into a separate cooperative agreement(s) with Caltrans for Project Initiation Document for the Project as shown in Exhibit C.
3. Progress Payments. AUTHORITY agrees to promptly invoice COUNTY for COUNTY's share of all PID payments within 30-calendar days of receipt of Caltrans invoice.
4. Compliance with Laws. With regard to administering and completing the AUTHORITY's responsibilities for the Project, AUTHORITY shall at all times comply with all applicable laws of the United States, the State of California, the County and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
5. Records. To allow COUNTY to audit all expenditures relating to the Project funded through this Agreement. For the duration of the Project, and for five (5) years following completion of the Project, or earlier discharge of the Agreement, AUTHORITY shall make available to COUNTY all records relating to expenses incurred in performance of this Agreement.
6. Notice of Audit. To provide timely notice to COUNTY if an audit of COUNTY records is to be conducted.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. Funding Needs. If additional funds beyond those identified in the Project Plan are necessary to complete the Project, AUTHORITY and COUNTY will cooperate to identify and secure new, increased, or replacement funding. If funding cannot be identified to complete the SON16/121 Highway Intersection Improvements project, this agreement can be discharged by either party as provided in Paragraph 3 or 13;
2. Term. This Agreement will remain in effect until discharged as provided in Paragraph 3 or 13 of this Section III.
3. Discharge. This agreement shall be subject to discharge as follows:
  - a. This Agreement may be cancelled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 3 (b), except that the cancelling party also retains any remedy for breach of the whole contract or any unperformed balance.
  - b. By mutual consent of both parties, this Agreement may be terminated at any time.

4. Indemnity. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY or arising under this agreement.

It is understood and agreed that AUTHORITY will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this agreement.

Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction conferred upon COUNTY or arising under this contract.

It is understood and agreed that COUNTY will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this agreement.

5. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set for below, or to such addresses which may be specified in writing to the parties hereto.

To COUNTY: Phillip Demery, Director  
Sonoma County Transportation and Public Works  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403

To AUTHORITY: Suzanne Smith, Executive Director  
Sonoma County Transportation Authority  
490 Mendocino Avenue, Suite 206  
Santa Rosa, Ca 94501  
(707) 565-5372  
[suzsmith@sctainfo.org](mailto:suzsmith@sctainfo.org)

6. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.
7. Integration. No representation, warranties, inducements or oral agreements have been made by any of the parties, except as expressly set forth herein and in Amendment No. 1 to



Cooperative Funding Agreement No. M30310-A1 between the Sonoma County Transportation Authority and the County of Sonoma, which representation are hereby incorporated by reference as if fully set forth herein, or in other contemporaneous written agreements.

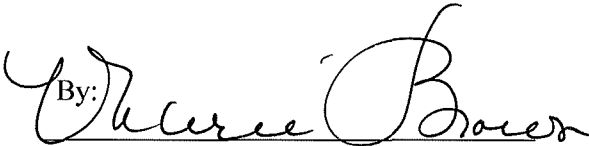
8. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
9. Independent Agencies. COUNTY renders its services under this Agreement as an independent agency. None of the COUNTY's agents or employees shall be agents or employees of the AUTHORITY. AUTHORITY renders its services under this Agreement as an independent agency. None of the AUTHORITY's agents or employees shall be agents or employees of the COUNTY.
10. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
11. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the AUTHORITY or COUNTY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.
12. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
13. Limitation. All obligations of AUTHORITY under the terms of this Agreement are expressly subject to AUTHORITY's continued authorization to collect and expend the sales tax proceeds provided by Measure M. If for any reason AUTHORITY's right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, AUTHORITY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of AUTHORITY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of AUTHORITY under all outstanding contracts, agreements to other obligations of AUTHORITY, or funds for such purposes.

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


COUNTY OF SONOMA

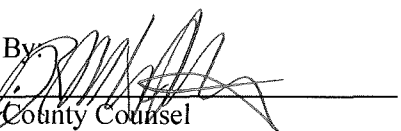
SONOMA COUNTY  
TRANSPORTATION AUTHORITY


By: \_\_\_\_\_  
Chair of Board of Supervisors

By:   
SCTA Chair

ATTEST  
By: \_\_\_\_\_

APPROVED AS TO SUBSTANCE  
By:   
Executive Director

APPROVED AS TO FORM  
FOR COUNTY  
By:   
County Counsel

APPROVED AS TO FORM FOR  
AUTHORITY  
By:   
Authority Legal Counsel

**COOPERATIVE FUNDING AGREEMENT NO. SCTA12027 BETWEEN  
THE SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
THE COUNTY OF SONOMA**

**EXHIBIT A**

**DESCRIPTION OF THE PROJECT**

**PHASE 3 – HIGHWAYS 116 & 121**

This project would remove a right turn lane and install a traffic signal or roundabout at the intersection of Highways 116 and 121. The project would relocate the park and ride lot and depending upon a signal or roundabout design, replace the Yellow Creek Bridge and widen the roadway to allow for turn lanes into and out of existing commercial uses. The capacity of the park and ride lot would be increased in size depending upon available space.

**COOPERATIVE FUNDING AGREEMENT NO.SCTA-12027 BETWEEN  
SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
COUNTY OF SONOMA**

**EXHIBIT B**

**FINANCIAL PLAN AND SCHEDULE (2004 Dollars)**

<b>FUND SOURCE</b>	<b>PAED</b>	<b>PS&amp;E</b>	<b>ROW SUP</b>	<b>ROW CAP</b>	<b>CON SUP</b>	<b>CON CAP</b>	<b>TOTAL</b>
<b>COUNTY MATCH FUNDS</b>	\$150 (50%)	\$0	\$0	\$0	\$0	\$0	\$150 (50%)
<b>Measure M (LSP)</b>	\$150 (50%)	TBD	TBD	TBD	TBD	TBD	\$150 (50%)
<b>OTHER MATCH FUNDS</b>	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>TOTAL</b>	\$300 (100%)	TBD	TBD	TBD	TBD	TBD	\$300 (100%)

**COOPERATIVE FUNDING AGREEMENT SCTA12027 BETWEEN  
SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
COUNTY OF SONOMA**

**EXHIBIT C**

**COOPERATIVE AGREEMENT 04-2409 WITH CALTRANS**

**COOPERATIVE AGREEMENT**  
**FOR PROJECT INITIATION DOCUMENT ONLY**

This agreement, effective on May 3, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

SONOMA COUNTY TRANSPORTATION AUTHORITY, a political subdivision of the State of California, referred to herein as SCTA.

**RECITALS**

1. CALTRANS and SCTA, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. Government Code section 65086.5 authorizes CALTRANS to (i) prepare PIDs for projects sponsored by Local Agencies or (ii) review and approve PIDs developed by others, as reimbursed work.
3. CALTRANS will implement the WORK commitments included in this agreement as it will not jeopardize the delivery of projects in the adopted state transportation improvement program of the state.
4. WORK completed under this agreement contributes toward improvements (Roundabout) at the intersection of State Route 121 and State Route 116, referred to as PROJECT.
5. PARTNERS will cooperate to complete PID.
6. There are no prior PROJECT-related cooperative agreements.
7. The estimated date for COMPLETION OF WORK is March 31, 2013.
8. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

## **DEFINITIONS**

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

**COMPLETION OF WORK** – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

**FHWA** – Federal Highway Administration.

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

**FUNDING PARTNER** – A PARTNER who commits a defined dollar amount to WORK.

**FUNDING SUMMARY** – The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The PARTNER responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

**IQA** – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

**PARTNERS** – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to

achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNERS.

**PID (Project Initiation Document)** – The project component that includes the activities required to deliver the project initiation document for PROJECT.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project's execution and control throughout the project's lifecycle.

**PSR-PDS** – Project Study Report – Project Development Support.

**SCOPE SUMMARY** – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

**SHS** – State Highway System.

**SPONSOR(S)** – The PARTNER that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

**WORK** – All scope and cost commitments included in this agreement.

### **RESPONSIBILITIES**

9. SCTA is SPONSOR for 100% of WORK.
10. SCTA is a FUNDING PARTNER for this agreement. SCTA's funding commitment is defined in the FUNDING SUMMARY.
11. CALTRANS is IMPLEMENTING AGENCY for PID.

### **SCOPE**

#### **Scope: General**

12. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.



13. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
14. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
15. SCTA may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
16. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another PARTNER. Observation does not constitute authority over those commitments.
17. Each PARTNER will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
18. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.
19. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a PARTNER's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work."

20. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
21. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

22. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.

23. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

24. If any PARTNER receives a public records request, pertaining to WORK under this agreement, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.
25. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
26. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
27. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SCTA, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.
28. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
29. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
30. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.
31. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component.

32. IMPLEMENTING AGENCY for a project component may accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
33. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER shall prejudice the rights of another PARTNER until after PARTNERS confer on claim.
34. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
35. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and SCTA will have access to all WORK-related records of each PARTNER for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited PARTNER will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

36. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
37. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
38. IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

39. Each PARTNER accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

**Scope: Project Initiation Document (PID)**

40. CALTRANS will identify the necessary resource agency permits, agreements, and/or approvals for PROJECT.

**COST**

**Cost: General**

41. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.
42. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost except for those awards, judgments or settlements associated with tort liability.
43. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
44. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
45. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT construction cost.
46. Independent of WORK costs, SCTA will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
47. Fines, interest, or penalties levied against any PARTNER will be paid, independent of WORK costs, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend all other PARTNERS.
48. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
49. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

50. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

**Cost: Project Initiation Document (PID)**

51. Each FUNDING PARTNER will share the cost of PID by percent in the proportion documented in the FUNDING SUMMARY.
52. PARTNERS will exchange funds for actual costs.

The cost of any work performed by CALTRANS includes all direct and applicable indirect cost. CALTRANS calculates indirect cost based solely on the type of funds used to pay support cost. State and Federal funds are subject to the Program Functional Rate. Local funds are subject to the Program Functional Rate and Administration Rate.

CALTRANS will invoice SCTA for a \$34,000 initial deposit within 30 working days prior to the preparation of PID. This deposit represents two (2) months' estimated CALTRANS PID support costs.

Thereafter, CALTRANS will submit to SCTA monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

**SCHEDULE**

53. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

**GENERAL CONDITIONS**

54. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
55. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

56. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.
57. Neither SCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or arising under this agreement.

It is understood and agreed that CALTRANS and/or its agents will fully defend, indemnify, and save harmless SCTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

58. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SCTA and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SCTA or arising under this agreement.

It is understood and agreed that SCTA and/or its agents will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SCTA and/or its agents under this agreement.

59. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
60. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
61. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
62. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
63. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

64. If any PARTNER defaults in their agreement obligations, the non-defaulting PARTNER(S) will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER(S) may initiate dispute resolution.
65. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SCTA will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any PARTNER stops WORK, the other PARTNER(S) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

66. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
67. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
68. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
69. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
70. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.

71. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

72. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.
73. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

### **CONTACT INFORMATION**

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:  
Rey Centeno, Regional Project Manager  
111 Grand Avenue  
Oakland, California 94623  
Office Phone: (510) 286-5800  
Mobile Phone: (510) 715-6450  
Email: Rey\_Centeno@dot.ca.gov

The primary agreement contact person for SCTA is:  
Seana Gause, Program/Project Analyst  
490 Mendocino Avenue, Suite 206  
Santa Rosa, California 95401  
Office Phone: (707) 565-5372  
Email: SGAUSE@sctainfo.org



**SIGNATURES**

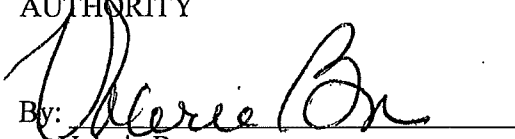
PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

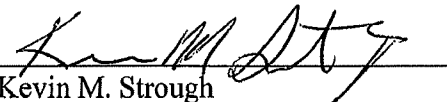
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By:   
Helena (Lenka) Culik-Caro  
Deputy District Director, Design

SONOMA COUNTY TRANSPORTATION  
AUTHORITY

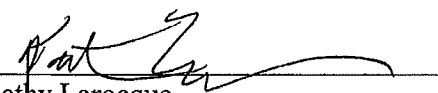
By:   
Valerie Brown  
Chair

CERTIFIED AS TO FUNDS:

By:   
Kevin M. Strough  
District Budget Manager

By:   
Suzanne Smith  
Executive Director

APPROVED AS TO FORM:

By:   
Kathy Larocque  
Attorney

**SCOPE SUMMARY  
 [PSR-PDS]**

WBS Level [PSR-PDS]				Description The Descriptions have been modified for the purposes of this cooperative agreement and no longer correlate with the original WBS activities.	CALTRANS	SCTA	N/A
4	5	6	7				
0	100			PROJECT MANAGEMENT FOR DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]	X	X	
		05		QUALITY MANAGEMENT PLAN	X		
		10		RISK MANAGEMENT PLAN	X		
		15		COMMUNICATION PLAN	X		
		30		CO-OP AGREEMENT FOR PSR-PDS REIMBURSEMENT	X	X	
		40		CO-OP AGREEMENT FOR PA&ED PHASE	X	X	
1	150			DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]	X	X	
		05		TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT	X	X	
			05	PROVISION OF EXISTING REPORTS, DATA, STUDIES AND MAPPING	X		
			10	PROVISION OF EXISTING GEOLOGICAL INFORMATION	X		
			15	PROVISION OF EXISTING UTILITY INFORMATION	X		
			20	PROVISION OF ENVIRONMENTAL CONSTRAINTS INFORMATION	X		
			25	PROVISION OF EXISTING TRAFFIC FORECASTS/MODELING	X		
			30	PROVISION OF EXISTING SURVEYS AND MAPS	X		
			35	PROBLEM DEFINITION	X	X	
			45	AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY	X		
			90	INDEPENDENT QUALITY ASSURANCE (IQA) PROCESS	X		
		15		ALTERNATIVES ANALYSIS	X		
			05	RIGHT OF WAY ASSESSMENT	X		
			10	UTILITY ASSESSMENT	X		
			15	RAILROAD INVOLVEMENT AND ASSESSMENT	X		
			35	MULTIMODAL CONSIDERATIONS (SEE PRE-PID SCOPING CHECKLIST)	X		
			40	HYDRAULIC ASSESSMENT	X		
			45	TRAFFIC ASSESSMENT	X		
		20		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT	X		
		25		APPROVE PID [PSR-PDS]	X		
			25	STORM WATER DATA	X		
		35		REQUIRED RIGHT OF ENTRY DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT	X		
		40		PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT	X		
		45		BASE MAPS FOR PSR-PDS	X		

### FUNDING SUMMARY

<b>Funding Source</b>	<b>Funding PARTNER</b>	<b>Fund Type</b>	<b>CALTRANS PID Support</b>
LOCAL	SCTA	Local Funds	\$254,000

**Resolution No. 2012-009**  
**Sonoma County Transportation Authority**  
**Santa Rosa, California**  
**April 9, 2012**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING THE CHAIR TO EXECUTE A COOPERATIVE AGREEMENT NO. 4-2409 WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR UPDATE OF THE PROJECT INITIATION DOCUMENT FOR IMPROVEMENTS AT THE INTERSECTION OF HIGHWAYS SON-116 AND SON-121 FOR AN AMOUNT NOT TO EXCEED \$254,000.**

**WHEREAS**, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter "Expenditure Plan") includes \$7,000,000 (2004 dollars) in Measure M - LSP Program funds, for the 121/116 Intersection Improvements and Arnold Drive Improvements Project; and

**WHEREAS**, pursuant to the 2011 Measure M Strategic Plan and Measure M Expenditure Plan, Sonoma County Transportation Authority (Authority) and Sonoma County are entering into a Cooperative Funding Agreement Number M30310 and Amendments No.1 and SCTA12027 to define a framework to enable the two parties to work cooperatively in developing transportation improvements to the Highway 121/116 Intersection in Sonoma County (hereinafter referred to as 116-121 Intersection Improvements Project); and

**WHEREAS**, the Authority and County through Agreement No. SCTA12027 and Amendment No. 1 to Agreement M30310 have agreed to fully fund development of a project initiation document for improvements at the intersection of Highways 116 and 121; and

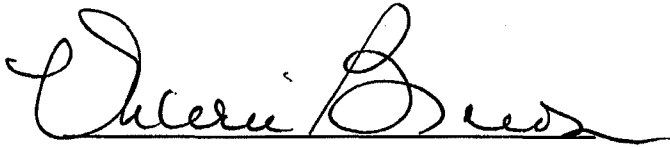
**WHEREAS**, the 116-121 Intersection Improvements Project is a Sonoma County Transportation and Public Works Department priority project and is being delivered through a partnership between, Sonoma County, Authority and Caltrans; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors authorizes the Chair to execute Agreement No. 4-2409 with District to complete an update to the Project Initiation Document for improvements at the intersection of Highways SON-116 and SON-121, in an amount not to exceed \$254,000

**THE FOREGOING RESOLUTION** was moved by Director Mackenzie, seconded by Director Gallian, and approved by the following vote:

Director Brown	<u>Absent</u>	Director McGuire	<u>Aye</u>
Director Chambers	<u>Absent</u>	Director Renée	<u>Aye</u>
Director Gallian	<u>Aye</u>	Director Russell	<u>Aye</u>
Director Gilardi	<u>Aye</u>	Director Salmon	<u>Aye</u>
Director Gurney	<u>Aye</u>	Director Wysocky	<u>Aye</u>
Director Mackenzie	<u>Aye</u>	Director Zane	<u>Aye</u>

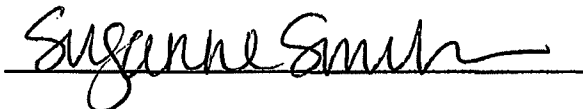
**Resolution No. 2012-009  
Sonoma County Transportation Authority  
Santa Rosa, California  
April 9, 2012**

A handwritten signature in black ink, appearing to read "Valerie Brown", written over a horizontal line.

Valerie Brown, SCTA Chair

SO ORDERED

This **RESOLUTION** was entered into at a meeting of the Sonoma County Transportation Authority held on April 9, 2012 in Santa Rosa, California

A handwritten signature in black ink, appearing to read "Suzanne Smith", written over a horizontal line.

Suzanne Smith, Executive Director  
Clerk, Sonoma County Transportation Authority

## Staff Report

**To:** Sonoma County Transportation Authority  
**From:** Seana L. S. Gause, Program/Project Analyst  
**Item:** 4.3.6 Route 116/121 Cooperative Agreements  
**Date:** April 9, 2012

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**Issue:**

Shall the Board approve two cooperative agreements and one Measure M LSP cooperative agreement amendment associated with the 116/121 intersection improvements?

**Background:**

In November of 2011, the Board authorized the Executive Director to develop a cooperative agreement with Caltrans in order to pursue a Project Initiation Document for improvements at the intersection of Highways 116 and 121. The Board also authorized the Executive Director to develop cooperative agreements with the County of Sonoma to remove the 116/121 intersection improvements from the Measure M LSP project cooperative agreement and to secure \$150,000 from the county to be used toward the development of the PID for the intersection improvements.

SCTA staff met with staff at the County Department of Transportation and Public Works to determine how the funds allocated to the Measure M LSP project known as Highway 121/116 Intersection Improvements and Arnold Drive Improvements should be split out. County staff indicated that the four remaining phases would be served with approximately \$2 Million (2004 Dollars). The remaining funds of \$5 Million (2004 Dollars) would be used for the intersection improvements at Highways 116 and 121.

In order to accomplish this split, the original Measure M Cooperative Agreement (M30310) needs to be amended to remove the intersection of Highways 116 and 121 from the scope of work. The proposed draft amendment is attached. The draft amendment is currently being reviewed by counsel as to form.

The County has also committed to contribute \$150,000 to development of the PID for the Highway intersection improvements. The draft cooperative agreement to accomplish the exchange of funds for this purpose is also attached. The draft is currently being reviewed by counsel as to form.

Finally, in order for the SCTA to enter into contract with Caltrans to develop the PID itself, a cooperative agreement has been developed per direction from the Board. The proposed cooperative agreement is attached hereto and has been reviewed and approved by counsel as to form and content.

**Policy Impacts:**

None

**Fiscal Impacts:**

Approval of the Measure M cooperative agreement amendment (M30310-A1) will make available approximately \$5,000,000 (2004 Dollars) and establish the SCTA as the lead agency in delivering the intersection improvements at Highways 116 and 121, starting with updating the PID for the project.

Approval of the Cooperative Agreement (SCTA – 12027) will require the County to provide \$150,000 toward the updating of the PID document for the improvements at the intersection of Highways 116 and 121.

Approval of the Cooperative Agreement (04-2409) will require SCTA to enter into contract with Caltrans for Caltrans to provide an update to the PID for the intersection improvements at the intersection of Highways 116 and 121.

**Staff Recommendation:**

Staff recommends that the Board consider approving the cooperative agreement with Caltrans by resolution (attached); approve the amendment to the Measure M Cooperative Agreement (M30310-A1); and approve the cooperative agreement with the County to provide an amount not to exceed \$150,000 toward the development of the PID update.

**AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT M30310  
BETWEEN  
THE SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
COUNTY OF SONOMA**

This Amendment (the "Amendment") is made and entered into as of \_\_\_\_\_, 2012 (Effective Date) by and between the **COUNTY OF SONOMA** hereinafter referred to as "**COUNTY**" and the **SONOMA COUNTY TRANSPORTATION AUTHORITY** hereinafter referred to as "**AUTHORITY.**"

**RECITALS**

1. **AUTHORITY** adopted that certain 2011 Strategic Plan that sets forth **AUTHORITY**'s program and project implementation policies with regard to the use of funds provided under the 2004 Traffic Relief Act for Sonoma County Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 2, 2004 (hereinafter referred to as "Measure M"). The 2011 Strategic Plan, as such plan may be amended from time to time, is hereinafter referred to as the "Strategic Plan."
2. Consistent with Measure M and the Strategic Plan, **AUTHORITY** and **COUNTY** previously entered into that certain Cooperative Funding Agreement No. M30310 (the "Original Agreement" and collectively referred to with this Amendment, the "Agreement") to identify transportation improvement projects on Arnold Drive and at the intersection of Highways 116 and 121 in Sonoma County (the "Arnold Drive and 116/121 Improvements"), and to agree to work cooperatively to fund those projects. The Original Agreement set forth five phases of Arnold Drive and 116/121 Improvements, and identified sources of funds that would fund approximately \$7 million of the estimated \$15 million needed to complete all five phases.
3. **AUTHORITY** and **COUNTY** have agreed to enter into a separate cost sharing agreement to deliver the Scoping work for the 116/121 improvements (Phase 3) from the Original Agreement, and subsequently **AUTHORITY** will enter into a separate cooperative agreement with Caltrans for this work (Exhibit C-2), with the **AUTHORITY** to act as lead agency for the project. Therefore, **AUTHORITY** and **COUNTY** desire to amend the Original Agreement to remove the (Phase 3) 116/121 improvements project from the Original Agreement. The revised funding amounts and cost estimates for this Agreement result in reduced costs of \$5 million overall for this Agreement.
4. **COUNTY** and **AUTHORITY** desire to amend the financial plan reflecting the reduced contributions to the 116/121 Improvements (Phase 3) project and schedule for completion of the Project which is attached hereto as Exhibit B-1.



NOW, THEREFORE, in consideration of the foregoing, AUTHORITY and COUNTY do hereby agree as follows:

AGREEMENT

I. AMENDMENTS.

**Paragraph 1 of Section I shall be amended to read as follows:**

1. COUNTY Contribution. Consistent with Strategic Plan, COUNTY shall make available matching funds (currently set at \$980,000 in the Strategic Plan between FY11/12 and FY14/15 to assist with Project and to provide at least \$1,263,000 (2004 dollars) in matching funds towards the Project in total.

**Paragraph 1 of Section II is amended to read as follows:**

1. Reimbursement of COUNTY Expenses. Consistent with Strategic Plan, AUTHORITY will make available Measure M funds (currently set at \$690,000 in the 2011 Strategic Plan between FY11/12 and FY14/15) to assist with the Project and to provide \$2,000,000 (2004 dollars) in Measure M funds towards the Project in total. AUTHORITY shall process COUNTY invoices within forty-five (45) days of receiving an invoice in a form acceptable to AUTHORITY's Executive Director.

**Paragraph 1 of Section III is amended to read as follows:**

1. Funding Needs. The funds identified in Exhibit B-1 are not sufficient to complete the full range of Arnold Drive Improvements. If additional funds beyond those identified in Exhibit B-1 are necessary to complete the Project, AUTHORITY will cooperate with COUNTY to identify and secure new or increased fund commitments, however, completion of the Project remains the responsibility of COUNTY, except for Scoping, Environmental, Design, Right-of-Way and Construction phases of the SON-116/121 Highway intersection improvements project (Phase 3), which is the responsibility of AUTHORITY through a separate agreement with COUNTY, attached hereto as Exhibit B-2 and through a separate cooperative agreement with Caltrans for delivery of Scoping, Environmental, Design, Right-of-Way and Construction phases of the SON-116/121 Highway Interchange Improvements project pending funding availability.

**Paragraph 5 of Section III is amended to read as follows:**

5. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to address set forth below or to such addresses which may be specified in writing to the parties hereto.

To COUNTY Phillip Demery, Director  
Sonoma County Transportation and Public Works  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403

To AUTHORITY Suzanne Smith, Executive Director  
Sonoma County Transportation Authority  
490 Mendocino Avenue, Suite 206  
Santa Rosa, CA 95401  
(707) 565-5373  
[suzsmith@sctainfo.org](mailto:suzsmith@sctainfo.org)

**Paragraph 14 is added to Section III to read as follows:**

14. COUNTY and AUTHORITY agree to enter into a separate agreement, attached to this amended agreement as Exhibit B-2, pursuant to which AUTHORITY shall provide \$5,000,000 (2004 dollars) in Measure M Local Streets Project funding for Scoping, Environmental, Design, Right-of-Way and Construction phases of the SON-116/121 Highway Interchange Improvements project (Phase 3).

**Exhibits. The following Exhibits in the Original Agreement are replaced by the Exhibits attached hereto:**

Exhibit B is replaced with Exhibit B-1  
Exhibit B-2, referenced in Section III paragraph 14, is added to the Agreement

II. Remainder of Agreement Unchanged.

Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits and schedules is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or COUNTY arising there under.

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

COUNTY OF SONOMA

SONOMA COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
~~Director of Public Works~~ <sup>70</sup>  
Chair of Board of Supervisors

By:  \_\_\_\_\_  
SCTA Chair

ATTEST

APPROVED AS TO SUBSTANCE

By: \_\_\_\_\_

By:  \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM  
FOR COUNTY

APPROVED AS TO FORM FOR  
AUTHORITY

By:  \_\_\_\_\_  
County Counsel

By:  \_\_\_\_\_  
Authority Legal Counsel

**COOPERATIVE FUNDING AGREEMENT NO. M30310  
BETWEEN  
THE SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
THE COUNTY OF SONOMA**

**EXHIBIT B-1**

**FINANCIAL PLAN AND SCHEDULE (2004 Dollars)**

Phase	Measure M Funding	County Match Funding	Total Funding	Planned Request Date
Phase 1 - Arnold Shoulder Widening	\$330,000	\$613,000	\$943,000	07/2011
Phase 2 - Intersection Improvements at Arnold and Agua Caliente	\$650,000	\$650,000	\$1,300,000	07/2012
Phase 3 - Intersection Improvements at Hwy 121 & Hwy 116	See Agreement SCTA12027			
Phase 4 - Arnold Should Improvements- Country Club to Loma Vista	TBD	TBD	TBD	TBD
Phase 5 - Intersection Improvements at Arnold and Madrone	TBD	TBD	TBD	TBD

Note: Financial Plan will be updated by amendment as additional County Match is identified and Measure M-LSP funds are programmed.



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 13  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Board of Supervisors – (707) 565-2241

**Title:** Minutes

**Recommended Actions:**

Approval of Minutes – Approve the Minutes of the Meeting of October 2, 2012 for the following: Community Development Commission, Sonoma County Water Agency, and Board of Supervisors.

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment:** Not Applicable

### Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

**Related Items "On File" with the Clerk of the Board:**

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

**TUESDAY**

**OCTOBER 2, 2012**

**8:30 A.M.**

Valerie Brown	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
Mike McGuire	Fourth District		
Efren Carrillo	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 Board of Directors of the Northern Sonoma County Air Pollution Control District, and as the governing board of all special districts having business on the agenda to be heard this date.

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, 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, 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 or the public request specific items be discussed and/or removed from the Consent Calendar.

***PUBLIC COMMENT***

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. Closed session items may be added prior to the Board adjourning to closed session. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair.

## 8:33 A.M. CALL TO ORDER

Supervisors: Valerie Brown, David Rabbitt, Shirlee Zane, Mike McGuire, and Efren Carrillo.  
(All Supervisors Were Present)

Present: Veronica A. Ferguson, County Administrator, and Bruce Goldstein, County Counsel

Chairwoman Zane presiding.

8:33 A.M. Chairwoman Zane called the meeting to order.

## PLEDGE OF ALLEGIANCE

### I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

Chairwoman Zane announced that the Santa Rosa Plain Groundwater Management Planning Hearing that was scheduled for today at 10:00 A.M. was continued to October 23, 2012 at 10:00 A.M.

### II. BOARD MEMBER ANNOUNCEMENTS

Supervisor Carrillo reported he participated on a Peer Review Committee for the Fishery Restoration Grant Program; and congratulated Sonoma State University and Dr. Ruben Arminana, for the grand opening event of the Green Music Center. He asked the Board to adjourn in memory of Christian Seaman.

Supervisor Rabbitt thanked Tom O’Kane and Steve Urbanek from the Transportation and Public Works Department, and Jennifer Brayo from the Sheriff’s Office for their participation in a Town Hall meeting for Canon Manor residents. He also thanked the California Highway Patrol for their partnership, and Andrea Krout for coordinating the meeting.

Supervisor McGuire announced that baking of the world’s largest apple pie would be taking place in Windsor over the weekend and thanked Phil Demery, Director of Transportation and Public Works for allowing Old Redwood Highway to be called “Old Redwood Pie Way” for 7 hours. He requested that the Board approve agenda itemizing a discussion to develop a policy to work in collaboration with Pacific Gas and Electric on mitigating impacts on county owned public lands where tax payer dollars have been used to protect and preserve those parcels, in late October or early November.

Supervisor Brown expressed her support for Supervisor McGuire’s recommendation to bring forth the policy discussion item regarding Pacific Gas and Electric. She acknowledged Supervisor Carrillo for his work on the Salmon Restoration and Recovery program efforts.



BOARD MEMBER ANNOUNCEMENTS (Continued)

Chairwoman Zane reported that she attended the grand opening of Sonoma State University's Green Music Center, and noted the attendance by Governor Jerry Brown, Speaker of the United States House of Representatives Nancy Pelosi, Congresswoman Lynn Woolsey and Congressman Mike Thompson. She thanked the Economic Development Board for providing information on the estimated job created by the Green Music Center of 1,676 (based on indirect and induced effects); 225 construction jobs; and a total amount of economic output of \$233 Million.

III. CONSENT CALENDAR (Items 1 through 10)

PRESENTATIONS/GOLD RESOLUTIONS (Item 1 through 4)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution recognizing October 7 through October 13, 2012 as Mental Illness Awareness Week in Sonoma County. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 12-0471

2. Adopt a Gold Resolution recognizing October 2012 as National Disability Employment Awareness Month. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 12-0472

3. Adopt a Resolution in recognition of Binational Health Week, October 1-14, 2012. (Health Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 12-0473

PRESENTATIONS AT DIFFERENT DATE

4. Adopt a Gold Resolution celebrating the achievements of Congresswoman Lynn Woolsey, who, as a representative of California's 6th District and a well-known champion for families and education, has been selected by the Gray Scholarship Foundation for its prestigious "2012 I Made a Difference" Award, honoring the Congresswoman for over four decades of public service to the citizens of Sonoma and Marin Counties. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 12-0474

CONSENT CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY

(Directors: Brown, Rabbitt, Zane, McGuire, Carrillo)

5. Approve and authorize the Chair to execute the Highway 101 at Airport Boulevard relocation project utility agreement between the Sonoma County Water Agency and the California Department of Transportation for the relocation of the 21-inch sewer pipeline and related appurtenances that lie on the east and west side of Highway 101 at Airport Boulevard.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

COMMUNITY DEVELOPMENT COMMISSION

(Commissioners: Brown, Rabbitt, Zane, McGuire, Carrillo)

6. Authorize the Executive Director of the Sonoma County Community Development Commission to execute a Professional Services Agreement with Applied Survey Research to conduct the biennial homeless count for 2013 from November 1, 2012 through May 31, 2013, for an amount not to exceed \$80,000, and to execute subsequent agreements in substantially the same form for the 2015 and 2017 homeless counts, for an amount of up to \$88,000 for each agreement.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

GENERAL SERVICES

7. Authorize the Chair of the Board of Supervisors to execute a Professional Services Agreement with The Engine is Red for marketing, education and outreach services necessary for continued local promotion of the Energy Upgrade California™ initiative for three months ending December 31, 2012 at a not-to-exceed amount of \$100,000.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

HEALTH SERVICES

8. Authorize the Director of Health Services to execute an agreement with California Institute for Mental Health to provide technical assistance, monitoring fidelity, and evaluation of First 5 Sonoma County's Positive Parenting Program for the period November 1, 2012 to June 30, 2015, in an amount not to exceed \$35,700; and Authorize the Director of Health Services to enter into a Memorandum of Understanding with Sonoma County Office of Education to deliver Positive Parenting Program training and parenting materials for the period October 1, 2012 to June 30, 2014, receiving revenue in the amount of \$51,707.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

MISCELLANEOUS

9. Approval of Minutes - (1) Approve the Minutes of the Meeting of September 18, 2012 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District; Russian River County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and (2) Approve the Minutes of the Meeting of September 18, 2012 for the Sonoma Valley County Sanitation District.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

APPOINTMENTS/REAPPOINTMENTS

(Items 23 through 25)

10. Appoint Sam Salmon to the Commission on Human Rights for a two-year term effective October 2, 2012 through October 1, 2014. (Fourth District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

IV. REGULAR CALENDAR (Item 11 through 13)

REGIONAL PARKS

11. Receive an update on Regional Parks' actions following its Management Review of 2010; and provide feedback on Regional Parks' efforts to achieve greater financial sustainability.

9:33 A.M.

Present: Caryl Hart, Director of Regional Park Department; Bert Whitaker, Park Manager, Regional Parks Department; and Mary Clemmens, Regional Parks Department

Board Action: Approved as Recommended  
UNANIMOUS VOTE

HUMAN SERVICES

12. Approve case management and counseling services for older adults agreements, and authorize the Interim Director of the Human Services Department to sign the following contracts with the Older Adult Collaborative members from July 1, 2012 through June 30, 2013: Council on Aging \$40,157; Petaluma People Services Center \$32,045; Community and Family Service Agency \$64,089; and Jewish Family Children's Services \$24,338.

10:28 A.M.

Present: Diane Kaljian, Adult & Aging Division Manager, Human Services Department; Marianne McBride, Council on Aging; Katrina Thurman, Community and Family Service Agency; Diana Klein, Jewish Family and Children Services

Speakers:

Mike Kennedy, Behavioral Health Division Director, Department of Health Services

Board Action: Approved as Recommended  
UNANIMOUS VOTE

COUNTY ADMINISTRATOR

13. Appoint primary and alternate members to the Library Joint Powers Agreement Review Advisory Committee.

10:55 A.M.

Present: Christina River, County Administrator's Office

Speaker: Irene Rosario

REGULAR CALENDAR (Continued)

Item #13 Continued

Board Action: Appoint Supervisor Mike McGuire as primary member, and Supervisor Efren Carrillo as alternate member, to the Library Joint Powers Agreement Review Advisory Committee.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

11:00 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA  
(Comments are restricted to matters within the Board jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)

11:00 A.M. Public comment opened

David Harris  
Richard Hannan  
Lathe Gill

11:07 A.M. Public comment closed

11:07 A.M. - Permit and Resource Management Department: Review and possible action on the following:

- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
  - b) Acts and Determinations of Project Review and Advisory Committee
  - c) Acts and Determinations of Design Review Committee
  - d) Administrative Determinations of the Director of Permit and Resource Management
- No Acts or Determinations were reviewed or acted upon.

11:07 A.M. The Board recessed to Closed Session.

4:05 P.M. - RECONVENE FROM CLOSED SESSION

4:05 P.M. - Report on Closed Session. See Closed Session items #14 through 18.

## V. CLOSED SESSION CALENDAR (Items 14 through 18)

14. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Russian Riverkeeper et al. v. County of Sonoma et al., Sonoma County Superior Court, SCV 248899 (Govt. Code Section 54956.9 (a)).

Board Action: Approve and authorize the Chair to sign a settlement agreement reached by the parties in the matter of Russian Riverkeeper et al. v. County of Sonoma et al., Sonoma County Superior Court, SCV 248899. The settlement will resolve the CEQA litigation challenging the Syar Alexander Valley Instream Mining Project and Sonoma County ARM Plan Amendments. The key terms of the settlement are:

1. In the first three years of the project, Syar will limit mining on river bars to an average of 175,000 tons per year. Syar may acquire additional material through river enhancement projects, including a flood plain bench enhancement.
2. The County will adopt a policy to outline procedures for the annual review of monitoring reports and mining plans. The policy will create a process whereby interested parties may engage collaboratively with the County, within specific timelines.
3. Syar will pay \$30,000 for the environmental groups to hire their own consultants to participate in the scientific review process, over three years.
4. Syar will submit an application to make agreed-upon revisions to its use permit conditions of approval. The Board may take original jurisdiction over that application.
5. The groups will dismiss their lawsuit, and not oppose the Project or its flood plain bench enhancement.

UNANIMOUS VOTE

15. The Board of Supervisors will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiator: Fran Buchanan; IEDA Negotiator; Jerry Dunn - Interim Director, Sonoma County Human Services Department; Diane Kaljian - Director, Adult & Aging Division. Employee organization: SEIU-UHW (Govt. Code Section 54957.6 (b)).

Direction was given to Labor Negotiators.

16. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation (Govt. Code Section 54956.9 (c)).

Direction was given to staff and Counsel.

17. The Board of Supervisors, the Board of Directors of the Sonoma County 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 Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Direction was given to Labor Negotiators.

CLOSED SESSION (Continued)

18. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: Director of Human Resources (Govt. Code Section 54957).

Direction given to staff.

4:06 P.M. The Board adjourned in memory of Chrisitan Seaman. The meeting was adjourned to October 9, 2012 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk of the Board



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 14  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator's Office

**Staff Name and Phone Number:**

**Supervisory District(s):**

Jim Leddy, 565-2190

All

**Title:** California State Association of Counties Board of Directors Assignment

### Recommended Actions:

The Board is requested to appoint Supervisor Efren Carrillo as primary appointment to the California State Association of Counties Board of Directors and Supervisor Valerie Brown as the alternate.

### Executive Summary:

The California State Association of Counties (CSAC) has a Board of Directors with each of California's 58 Counties appointment one primary and one alternate member. These appointments are made by the Board of Supervisors at the Board's annual organizing meeting in January of each year. Supervisor Valerie Brown currently serves as Sonoma County's primary appointee to the CSAC and Supervisor Efren Carrillo serves as the alternate appointee.

On September 13, 2012, CSAC sent a letter requesting the appointment for 2013 occur prior to the Annual CSAC Conference schedules for November 27-30, 2012 (Attachment A). CSAC specifically requested notification prior to November 7<sup>th</sup>, 2012.

Staff is requesting the Board to rotate the primary and secondary appointment in time for the Annual Conference. In January 2013, appointments will be revisited by the Board of Supervisors.

### Prior Board Actions:

The Board appoints Board member representation to CSAC traditionally as part of the Board's reorganization meeting in January.

**Strategic Plan Alignment:** Goal 4: Civic Services and Engagement



**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

There is no financial impact from rotating appointments. Any Board expenses for attending remain the same regardless of the Board member serving the appointment.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

- (A) September 13, 2012 Letter from Steve Keil, Interim Executive Director CSAC
- (B) Notification of CSAC Board of Director Member for year 2012-2013 Form

**Related Items "On File" with the Clerk of the Board:**



California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Phone (916) 327- 7500  
Facsimile (916) 321- 5047

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September 13, 2012

TO: Chairs, Boards of Supervisors  
FROM: Steve Keil, Interim Executive Director

**SUBJECT: Selection of CSAC Board of Directors Members**

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on November 27, 2012. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference in November. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's appointment.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2013 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail [sronkowski@counties.org](mailto:sronkowski@counties.org).

Enclosures

cc: 2012 Board of Directors  
Clerks, Board of Supervisors



California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Phone (916) 327- 7500  
Facsimile (916) 321- 5047

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**NOTIFICATION OF CSAC BOARD OF DIRECTORS MEMBER  
FOR YEAR 2012 – 2013**

The Board of Supervisors has elected the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2012 - 2013 Association year beginning November 27, 2012.

County name: \_\_\_\_\_

Director: \_\_\_\_\_

Alternate: \_\_\_\_\_

Name of individual completing form: \_\_\_\_\_

Does the Board of Directors member plan to attend the CSAC Annual Conference (November 27 – 29, 2012) in Long Beach, Los Angeles?

Yes:

No:

**PLEASE RETURN BY NOVEMBER 7, 2012 TO:**

Sue Ronkowski  
California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Fax: (916) 321-5047  
E-mail: [sronkowski@counties.org](mailto:sronkowski@counties.org)



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 15  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Auditor-Controller-Treasurer-Tax Collector

**Staff Name and Phone Number:**

**Supervisory District(s):**

Cathy Patton 565-2073

Countywide

**Title:** County of Sonoma Public Financing Corporation Officers

### **Recommended Actions:**

Adopt a Resolution naming the officers of the County of Sonoma Public Financing Corporation appointing Supervisor Shirlee Zane as President; reappointing Veronica Ferguson as Secretary; and reappointing David Sundstrom as Treasurer of the Corporation.

### **Executive Summary:**

In 1990, the County of Sonoma Public Financing Corporation, a nonprofit public benefit corporation, was organized for the purpose of providing financial assistance to the County of Sonoma and other local agencies governed by the Sonoma County Board of Supervisors. This includes, but is not limited to, acquiring, constructing and financing various facilities, land and equipment, and by leasing certain facilities, land and equipment, for the use, benefit and enjoyment of the public served by the County. The Corporation is a conduit that allows the County the ability to issue certificates of participation as a means to finance various projects on behalf of the citizens of Sonoma County. In the event that the County might issue future certificates of participation, the Corporation would be used as the conduit for that purpose.

Pursuant to Article 3.05 of the By-Laws of the County of Sonoma Public Finance Corporation, for the past 21 years the County has held an annual meeting to organize, select officers and transact other business. Today's meeting will serve as the required 2012 annual meeting. The duties of the officers are to conduct the annual meeting, and take the minutes for the meeting (board minutes). The attached resolution names the officers selected for the corporation for the calendar year of 2012: Shirlee Zane, Chair of the Board of Supervisors as President of the Corporation; Veronica Ferguson, County Administrator, as Secretary of the Corporation; and David Sundstrom, Auditor-Controller-Treasurer-Tax Collector, as Treasurer of the Corporation.

Requested Board Action: Approval of a Resolution naming the officers of the County of Sonoma Public

Financing Corporation.

**Prior Board Actions:**

Annual meetings have been held and officers have been appointed each year since inception

**Strategic Plan Alignment:**

Goal 3: Invest in the Future

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**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 of the Board of Supervisors of the County of Sonoma

**Related Items "On File" with the Clerk of the Board:**

None.



**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: 10/16/2012**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Appointments Of President, Secretary And Treasurer Of The Sonoma County Public Financing Corporation.**

**Whereas**, Article 3.05 of the By-Laws for the County of Sonoma Public Financing Corporation requires that an annual meeting be held for the purpose of organization, selection of officers and the transaction of other business; and

**Now, Therefore, Be It Resolved** that Shirlee Zane, chair of the Board of Supervisors of the County of Sonoma is hereby appointed President of the Corporation; Veronica Ferguson, County Administrator of the County of Sonoma, is hereby re-appointed as Secretary of the Corporation; and David Sundstrom, Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma is hereby re-appointed Treasurer of the Corporation.

**Supervisors:**

Brown:                Rabbitt:                McGuire:                Carrillo:                Zane:

Ayes:                Noes:                Absent:                Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 16  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Auditor-Controller-Treasurer-Tax Collector

**Staff Name and Phone Number:**

**Supervisory District(s):**

Cathy Patton 565-2073

Countywide

**Title:** County of Sonoma Public Financing Authority

### Recommended Actions:

Adopt a of Resolution naming the officers of the Sonoma County Public Financing Authority appointing Supervisor Shirlee Zane as Chair; Supervisor David Rabbit as Vice Chair; Veronica A. Ferguson as Secretary; David Sundstrom as Treasurer; Jonathan Kadlec as Assistant Treasurer; and Bruce Goldstein as Legal Advisor of the Authority.

### Executive Summary:

In 1997, the County of Sonoma and the Sonoma County Community Development Commission exercised their authority under state law to form a Joint Powers Agency (the "JPA"), the Sonoma County Public Financing Authority (the "Authority"), to assist the County in financing capital improvements as permitted by state law, the Marks-Roos Local Bond Pooling Act. At the time, the Joint Powers Agreement limited the definition of "public capital improvements" that could be financed by Authority bonds to those improvements to "real property or tangible personal property having a useful life of five years or more, owned or to be owned by the Authority or any of its constituent members."

On April 14, 2009 the second amendment to the JPA was approved permitting financing that would support the Sonoma County Energy Independence Program (SCEIP) by expanding the definition of "public capital improvements" in the Joint Powers Agreement.

Pursuant to Article II Section 2.04(a) of the Joint Exercise of Powers Agreement for the County of Sonoma Public Financing Authority requires an annual meeting be held for the purpose of organization, election of officers and the transaction of other business. Today's meeting will serve as the required 2012 annual meeting. The duties of the officers are to conduct the annual meeting and take the minutes for the meeting (board minutes). The attached resolution names the officers selected for the Authority for the calendar year of 2012: Shirlee Zane,



Chair of the Board of Supervisors of the County of Sonoma is hereby elected Chair of the Authority; David Rabbitt, Vice-Chair of the Board of Supervisors is hereby elected Vice Chair of the authority; Veronica Ferguson, Clerk of the Board of Supervisors is hereby appointed as Secretary of the Authority; David Sundstrom, Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma, is hereby appointed Treasurer of the Authority; Jonathan Kadlec, Assistant Treasurer of the County of Sonoma, is hereby appointed Assistant Treasurer of the Authority; and Bruce Goldstein, County Counsel fo the County of Sonoma is hereby appointed Legal Advisor of the Authority.

Requested Action: Approval of Resolution naming the officers of the County of Sonoma Public Financing Authority.

**Prior Board Actions:**

Resolution No. 97-1533 (December 2, 1997) approving a Joint Exercise of Powers Agreement to establish the Sonoma County Financing Authority; Resolution No. 08-0915 (October 21, 2008) Approved 1<sup>st</sup> Amendment to JPA; Resolution No. 09-0326 (April 14, 2009) Approved 2<sup>nd</sup> Amendment to JPA

**Strategic Plan Alignment:** Goal 3: Invest in the Future

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution of the Board of Supervisors			
<b>Related Items "On File" with the Clerk of the Board:</b>			

**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: 10/16/2012**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Public Financing Authority, Approving The Appointments Of The Chair, Vice Chair, Secretary, Treasurer, Assistant Treasurer And Legal Advisor Of The Sonoma County Public Financing Authority.**

**Whereas**, Article II Section 2.04(a) of the Joint Exercise of Powers Agreement for the County of Sonoma Public Financing Authority requires than an annual meeting be held for the purpose of organization, election of officers and the transaction of other business;

**Now, Therefore, Be It Resolved** that Shirlee Zane, Chair of the Board of Supervisors of the County of Sonoma is hereby elected Chair of the Authority; David Rabbit, Vice-Chair of the Board of Supervisors of the County of Sonoma is hereby elected Vice Chairman of the Authority, Veronica Ferguson, Clerk of the Board of the County of Sonoma, is hereby appointed as secretary of the Authority; David Sundstrom, Auditor Controller-Treasurer-Tax Collector of the County of Sonoma, is hereby appointed Treasure of the authority; Jonathan Kadlec, Assistant Treasurer of the County of Sonoma, is hereby appointed Assistant Treasurer of the Authority; and Bruce Goldstein, County Counsel of the County of Sonoma, is hereby appointed Legal Advisor of the Authority.

**Supervisors:**

Brown:                      Rabbitt:                      McGuire:                      Carrillo:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 17  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Auditor-Controller-Treasurer-Tax Collector

**Staff Name and Phone Number:**

**Supervisory District(s):**

Cathy Patton 565-2073

Countywide

**Title:** Appointment of California County Tobacco Securitization (JPA) and Sonoma County Tobacco Securitization Corporation Members

### **Recommended Actions:**

Adopt a Resolution appointing Jonathan Kadlec and the Treasury Manager as Sonoma County's representatives to the California County Tobacco Securitization Agency Joint Powers Authority; and adopt a Resolution reappointing David Sundstrom and Janice Atkinson as the county representatives; reappointing Jim Olmsted as independent member; and appointing William F. Rousseau as Janice Atkinson's successor upon her retirement, to the Sonoma County Tobacco Securitization Corporation.

### **Executive Summary:**

#### California County Tobacco Securitization Agency

On October 24, 2000, the Sonoma County of Board of Supervisors adopted a resolution forming the California County Tobacco Securitization Agency Joint Powers Authority (JPA) and the Sonoma County Securitization Corporation.

Sonoma County partnered with Stanislaus, Merced and Kern Counties to form the California County Tobacco Securitization Agency (JPA). This group was created to issue Tobacco Settlement Revenue (TSR) Bonds. They are governed by a set of by-laws and meet once annually to fulfill its obligation. It conducts interim meetings from time to time for the sole purpose of admitting new members. Since that time, several other counties have also joined the Agency. Each county participating in the JPA appointed two members to the JPA Board, to vote on matters of common interest. At that time, the County Auditor-Controller and the County Treasurer-Tax Collector were appointed.

On September 26, 2006, the office of Auditor-Controller and Treasurer-Tax Collector were combined into one position with the retirement of Tom Ford, Treasurer-Tax Collector. Therefore, on March 13, 2007 Rob Boitano,

Assistant Treasurer and Jonathan Kadlec, Administrative Services Officer I were appointed as the county representatives to the California County Tobacco Securitization Agency (JPA) due to their prior involvement with the Agency in two prior bond issuances by the County and their familiarity with the JPA.

Rob Boitano has since retired and Jonathan Kadlec has been promoted to Assistant Treasurer-Tax Collector. It is recommended that Jonathan continue as the County representative and that the Treasury Manager be appointed to fill the vacancy left by Rob Boitano.

#### Sonoma County Tobacco Securitization Corporation

In addition to the JPA, the Sonoma County Securitization Corporation was created to purchase the County's TSRs with revenue generated from the sale of tax-exempt revenue bonds issued by the JPA. The Corporation makes no decisions and was created as a conduit for the purpose of issuing the Tobacco Bonds. They are also required to meet annually. The Board of Directors is comprised of three directors with two county representatives and an independent member, all appointed by the Board of Supervisors. The county representatives originally appointed were the Auditor-Controller and the Treasurer-Tax Collector.

It is recommended that David Sundstrom, Auditor-Controller-Treasurer-Tax Collector be appointed and Janice Atkinson be reappointed as the county representatives of the Sonoma County Securitization Corporation to comply with formation documents requiring that officers be elected officials; and Jim Olmsted be appointed to remain the independent member. We are also requesting the Board of Supervisors to appoint William F. Rousseau as Ms. Atkinson's successor upon her retirement in December.

#### **Prior Board Actions:**

Approval of the formation of the JPA and the Tobacco Securitization Corporation on October 24, 2000;  
Appointment of new Members to the JPA and the Tobacco Securitization Corporation on March 13, 2007

#### **Strategic Plan Alignment:** Goal 3: Invest in the Future

The Corporations allow the County to securitize and invest future revenues with the intent to provide capital project funding.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

- 1) Resolution of the Board of Supervisors appointing members to the California County Tobacco Securitization Agency (JPA)
- 2) Resolution of the Board of Supervisors appointing members to the Sonoma County Tobacco Securitization Corporation

**Related Items "On File" with the Clerk of the Board:**

**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: 10/16/2012**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Appointment Of The Members To The California County Tobacco Securitization Agency Joint Powers Authority.**

**Whereas**, the County has established a California County Tobacco Securitization Agency joint Powers Authority on October 24, 2000 to exercise powers common to the counties involved and under the Law for the purpose of assisting the County to insure and otherwise protect against the risk of a substantial decline in Tobacco Revenues and thus to assure a source of funds from which the county can meet the social needs of its population

**Whereas**, each County in the California County Tobacco Securitization Agency joint Powers Authority will appoint two members to the Joint Powers Authority Board

**Now, Therefore, Be It Resolved** that Jonathan Kadlec, Assistant Treasurer and the Treasury Manager be hereby appointed as Sonoma County's representatives to the California County Tobacco Securitization Agency Joint Powers Authority

**Supervisors:**

Brown:	Rabbitt:	McGuire:	Carrillo:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

**So Ordered.**

**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: 10/16/2012**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Appointment Of Members To The Sonoma County Tobacco Securitization Corporation.**

**Whereas**, on October 24, 2000 the Sonoma County Board of Supervisors established the Sonoma County Tobacco Securitization Corporation; and

**Whereas**, the Board of Directors will be comprised of three directors; two county representatives and one independent member, selected by the Board of Supervisors; and

**Whereas**, Janice Atkinson, will be retiring in December 2012; and

**Now, Therefore, Be It Resolved** that David Sundstrom, Auditor-Controller-Treasurer-Tax Collector, be appointed and Janice Atkinson, Clerk-Recorder-Assessor, be reappointed as the county representatives; Jim Olmsted be reappointed as the independent member; and William F. Rousseau be appointed as Janice Atkinson's successor upon her retirement.

**Supervisors:**

Brown:	Rabbitt:	McGuire:	Carrillo:	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:**

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):**

**Staff Name and Phone Number:**

**Supervisorial District(s):**

David Rabbitt (707)565-2241

Second

**Title:** Appointment

### Recommended Actions:

Amend the term for the appointment of Jacqueline Perlmutter to the Alcohol and Drug Advisory Board, representing the Second District to three years. Appointment was approved by the Board of Supervisors on May 15, 2012 for an incorrect term of two years. Board action is requested to increase the term from 2 years to 3 years beginning May 15, 2012 through May 15, 2015.

### Executive Summary:

### Prior Board Actions:

Appointed on May 15, 2012

**Strategic Plan Alignment:** Not Applicable

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

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

**Agenda Item Number:** 19  
(This Section for use by Clerk of the Board Only.)

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

**To:**

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):**

**Staff Name and Phone Number:**

**Supervisorial District(s):**

David Rabbitt (707)565-2241

Second

**Title:** Appointment

**Recommended Actions:**

Appoint Danny L. Fish to the Alcohol and Drug Advisory Board, representing the Second District for a three year term beginning on October 16, 2012 through October 16, 2015.

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment:** Not Applicable

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

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

**Agenda Item Number:** 20  
(This Section for use by Clerk of the Board Only.)

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

**To:**

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):**

**Staff Name and Phone Number:**

**Supervisorial District(s):**

David Rabbitt (707)565-2241

Second

**Title:** Appointment

**Recommended Actions:**

Appoint Jane Read to the Alcohol and Drug Advisory Board, representing the Second District for a three year term beginning on October 16, 2012 through October 16, 2015.

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment:** Not Applicable

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

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

**Agenda Item Number:** 21  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Mike McGuire (707) 565-3758

Fourth

**Title:** Reappointment of Ginger Kelly to the Sonoma County Regional Parks Foundation Board of Directors

**Recommended Actions:**

Reappoint Ginger Kelly to the Sonoma County Regional Parks Foundation Board of Directors for a term of two years, effective through October 15, 2014.

**Executive Summary:**

**Prior Board Actions:**

Appointment

**Strategic Plan Alignment:** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

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

**Agenda Item Number:** 22  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Office of Education

**Staff Name and Phone Number:**

**Supervisory District(s):**

Kathleen Kelly, 524-2603

All

**Title:** Sonoma County Williams Act Settlement Annual Report of Findings

### **Recommended Actions:**

Accept Sonoma County Superintendent of Schools Report on Williams Lawsuit Settlement findings for Fiscal Year 2012-2013.

### **Executive Summary:**

In August 2004, the Governor facilitated a settlement of the Williams lawsuit with specific legislation (CA Education Code Section 1240) designed to identify and correct deficiencies, which may be impediments to student academic success. This legislation stemmed from a lawsuit by the American Civil Liberties Union (ACLU) that the State of California failed to provide poor and underprivileged students with equal educational opportunities. Specific elements in the suit included inadequate school facilities, insufficient educational materials, and a lack of fully credentialed teachers.

Pursuant to the Williams Settlement, the County Superintendent of Schools is required to report to the Board of Supervisors the results of finding related to those elements or conditions of Sonoma County schools. Attached is the report summarizing the June 2012 audit and visitation findings of the first four weeks of the 2012-2013 school year.

Sonoma County Office of Education Superintendent Steve Harrington will be presenting the Report.

The Board is requested to accept the Report.

### **Prior Board Actions:**

The Board received the Williams Act Settlement report on November 1, 2011 for the 2012-2013 school year.

**Strategic Plan Alignment:** Goal 3: Invest in the Future

Ensuring adequate educational resources for all Sonoma County Students is a strong investment in the future of the entire community.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 0		\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

There is no County cost associated with receiving the report. Any identified needs of the Report are required by the settlement to be paid for by the State of California through local school districts.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Attachment(A): Annual Report for Fiscal Year 2012-2013  
Attachment (B): 2012-2013 Williams Act Spreadsheet

**Related Items "On File" with the Clerk of the Board:**

***Annual Reporting of Findings  
Pursuant to Williams Lawsuit Settlement  
Annual Report for Fiscal Year 2012-2013***

**Findings of Visits and Reviews:**

**Instructional Materials:**

Visitation of twenty-four schools during August and September 2012, validated the presence of sufficient, current, standards based instructional materials in all eight districts visited. Sonoma County districts are to be commended for their efforts to ensure that students have sufficient materials for use in class and at home.

**Facilities Maintenance:**

There were no findings at the twenty-four sites that qualified as one of the “eight emergency repair situations that poses an emergency or urgent threat to the health or safety of students or staff” as identified under Williams legislation.

Note: To date, emergency funding is still not available but districts have been encouraged to add their names to the list of districts looking for this funding so that when it does become available they are already in the pool.

**School Accountability Report Card/Teacher Qualifications**

The SARC for all twenty-four schools will be received and reviewed in March 2013. We found six teachers have “misassignments” for the (2011-12) school year. Review of credentials will occur in May 2013.

**Valenzuela:**

Documentation reviews were not conducted during this audit. The SRCS district has opted to exercise flexibility.

**Quality of Education Act (QEIA)**

The two sites monitored during the 2012 Williams Visitations have substantially met the QEIA requirements. We are awaiting the official API Report from the State in early October

**Williams Lawsuit Schools 2012 - 2013 - Sonoma County  
Report to the Sonoma County Board of Education and the County Board of Supervisors**

District	School	Current Decile	Level	Sufficient instructional Materials	In Good Repair No Extreme Deficiencies	Received SARC's	2011-12 Teacher Misassignments	Used instructional Material Funds Appropriately	Unanswered complaints in relation to the Uniform Complaint Procedure	Base	QEIA Met All Targets
Bellevue Union School District	Bellevue Elementary	2	Elementary	yes	yes	yes	1 Special Ed. Mild/Moderate	yes	0	2009	
Bellevue Union School District	Kawana School	1	Elementary	yes	yes	yes	None	yes	0	2009	
Bellevue Union School District	Taylor Mountain Elementary	2	Elementary	yes	yes	yes	None	yes	0	2009	
Cloverdale Unified School District	Jefferson Elementary	3	Elementary	yes	yes	yes	None	yes	0	2009	
Cotati-Rohnert Park Unified	Waldo Rohnert Elementary	3	Elementary	yes	yes	yes	None	yes	0	2009	
Cotati-Rohnert Park Unified	John Reed Elementary	3	Elementary	yes	yes	yes	None	yes	0	2009	
Healdsburg Unified	Healdsburg Elem. HES Campus (	2	Elementary	yes	yes	yes	None	yes	0	2009	
Healdsburg Unified	Fitch Mountain Campus (4-5)	2	Elementary	yes	yes	yes	None	yes	0	2009	
Petaluma City School District	McDowell School	2	Elementary	yes	yes	yes	None	yes	0	2009	
Petaluma City School District	McKinley School	2	Elementary	yes	yes	yes	None	yes	0	2009	yes
Roseland School District	Roseland Elementary School	3	Elementary	yes	yes	yes	None	yes	0	2009	
Santa Rosa City School District	Brook Hill Elementary	3	Elementary	yes	yes	yes	None	yes	0	2009	
Santa Rosa City School District	Comstock Middle School	3	Middle School	yes	yes	yes	None	yes	0	2009	
Santa Rosa City School District	Cook (Lawrence) Middle School	1	Middle School	yes	yes	yes	None	yes	0	2009	
Santa Rosa City School District	Elsie Allen High	2	High School	yes	yes	yes	None	yes	0	2009	
Santa Rosa City School District	Lincoln (Abraham) School	2	Elementary	yes	yes	yes	None	yes	0	2009	yes
Santa Rosa City School District	Monroe (James) School	3	Elementary	yes	yes	yes	None	yes	0	2009	
Santa Rosa City School District	Steele Lane School	2	Elementary	yes	yes	yes	None	yes	0	2009	
Santa Rosa City School District	Piner High	3	High School	yes	yes	yes	1 Math	yes	0	2009	
Sonoma Valley Unified SD	El Verano School	2	Elementary	yes	yes	yes	None	yes	0	2009	
Sonoma Valley Unified SD	Flowery School	1	Elementary	yes	yes	yes	None	yes	0	2009	
Sonoma Valley Unified SD	Sassarini Elementary	3	Elementary	yes	yes	yes	None	yes	0	2009	
Sonoma Valley Unified SD	Altimira Middle	3	Middle School	yes	yes	yes	English, Social Science & German, Multiple Subject, Life Science	yes	0	2009	
Sonoma Valley Unified SD	Dunbar Elementary	2	Elementary	yes	yes	yes	None	yes	0	2009	

# Williams Settlement Agreement State of Sonoma County Schools

## Annual Report to the Board of Supervisors

Steven D. Herrington, Ph.D.  
Sonoma County Superintendent of Schools

Mickey Porter  
Assistant Superintendent, Instructional Services



October 16, 2012

# The Williams Lawsuit

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- Filed as a class action lawsuit in 2000 in San Francisco County Superior Court
- **Basis of the lawsuit**  
State failed to provide public school students with equal access to instructional materials, safe and decent school facilities, and qualified teachers

# Williams Settlement Agreement

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- County Superintendent must **visit** lowest performing schools annually to **assess**:
  - Sufficiency of instructional materials
  - Repair of facilities
  - Qualifications of teachers
  - Accuracy of data reported to the public
  - Tracking of complaints
- County Superintendent must **report** to district governing boards and to the **Board of Supervisors** regarding the state of schools in the county



# Five goals of the Williams visits

---

- 1 Determine if students have sufficient standards-aligned **instructional materials** in core subject areas – English language arts, mathematics, history/social science and science – and, as appropriate, in foreign languages and health
- 2 Determine if any **facility condition** poses a threat to the health/safety of students or staff

## Five goals of the Williams visits

---

- 3 Determine if the school has provided **accurate data** related to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities
- 4 Monitor and review **teacher assignments** and vacancies for highly qualified staffing
- 5 Receive quarterly reports on **complaints** filed regarding conditions related to the Williams Settlement components

# Williams Status, 2012-13

- **All Sonoma County schools in performance deciles 1-3 meet the requirements of the law**
- **24 schools were visited in these districts**
  - Bellevue Union
  - Cloverdale Unified
  - Cotati-Rohnert Park Unified
  - Healdsburg Unified
  - Petaluma City Schools
  - Roseland
  - Santa Rosa City Schools
  - Sonoma Valley Unified







## State of the Schools | Sonoma County | 2012-13

The Sonoma County Office of Education works collaboratively with the County of Sonoma to provide for the welfare and education of over 70,000 students

# Collaborative Activities 2012-13

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-  **Cradle to Career**  
Aligned with school readiness, school success, graduation, and career preparedness goals in schools
-  **Sonoma Health Action**  
Aligned with state child nutrition goals for schools
-  **Upstream Investments**  
Aligned with SCOE programs and Aiming High initiative to close the achievement gap
-  **Workforce Investment Board, Innovation Council**  
Aligned with college and career readiness goals

# Goal of Sonoma County Schools

Equip all students with the knowledge and skills to excel in college and careers and to become productive, responsible members of our community

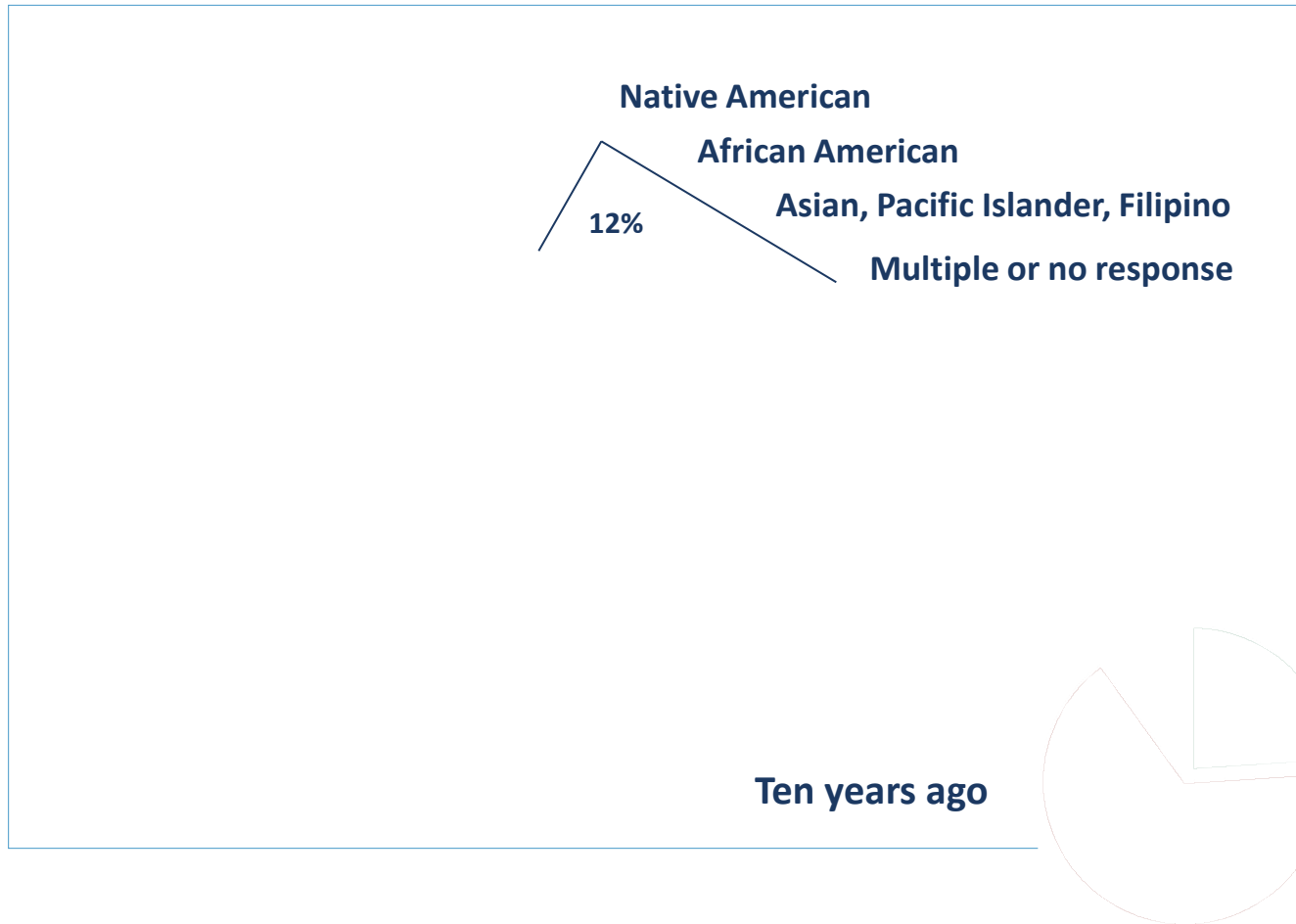


## Snapshot of our public school system

- **40** school districts
- **176** school sites
- **70,688** students

Public schools serve **92%** of the school-age population

## Student demographics are changing





## Many students are learning English

- **15,800** students are English learners
- This is **22%** of our students
- The academic achievement of English learners is an educational priority in Sonoma County

**52%** of our Latino students are English learners

## Poverty in our schools

- Over **30,500** students receive subsidized breakfast and lunch, indicating that they are economically disadvantaged
- This is **43%** of our students
- These numbers are increasing

Poverty contributes to the achievement gap

# County schools excel statewide

- As local schools face the complex challenges of changing demographics, language diversity, and poverty ...
- We can still say that our county is home to some of the **best schools in California**



## Our schools are high performing

- The API Growth score for Sonoma County is now at **794**
- This is 6 points above the state's API Growth score of 788

59% of schools have reached the state's 800 API target

## Our academic performance has improved over time

- **75%** of schools met schoolwide growth targets this year
- **55%** met school and subgroup targets
- Since 2006, Sonoma County has raised its API score by **49** points

59% of schools have reached the state's 800 API target

## Graduation and transition to higher education

- **77%** of students graduate at the end of their senior year
- Over **80%** of graduates go on to four-year or community colleges

Sonoma County is one of the top five counties  
for its community college attendance rate

## Our schools are award-winning

- **77 State Distinguished Schools**

The Distinguished School award honors the state's most exemplary schools

- **10 National Blue Ribbon Schools**

Blue Ribbon Schools must show high academic performance or dramatic gains in achievement

Awards are key indicators of high-quality schools

# SCOE's role and responsibility

- Provide **daily instruction** for selected special education and alternative education students
- Offer **career technical education** classes at local high schools
- Design and deliver **services to help districts** meet legal mandates, operate cost-effectively, and raise student achievement





## SCOE students ...

- **480** special education students, preschool through age 22
- **200** at-risk students in Community School and **120** in juvenile hall
- **4,300** high school students in career technical education classes
- **300** deaf/hard of hearing or visually impaired students in district schools and SCOE programs



# SCOE services ...

- Provide **fiscal oversight** of district budgets and cash flow
- Process financial transactions for all districts, totaling over **\$658 million** annually
- Serve as a regional **teacher training** center, providing professional development for new and experienced teachers





**Challenges facing local schools today**

## Challenge: Closing the achievement gap

- \* In 2025, **45%** of the people entering Sonoma County's workforce will be Latino
- \* There is strong school and community commitment to this issue, but progress is slow and challenging in tough economic times
- \* From the recent API report – **61%** of schools met API growth targets for Latino students

## Challenge: High school graduation rate

A 77% graduation rate is not good enough  White students: 82%  
Latino Students: 69%



“Sonoma County has an acute problem regarding the number of Hispanic students who do not complete high school.”

—Sonoma County Innovation Council

## Challenge: College and career readiness

- \* Prepare all students to be college and career ready, with **21<sup>st</sup> century skills**
- \* Support programs that help all students succeed ... and align those programs with the **Cradle to Career** initiative

## Challenge: Education funding

- \* As schools grapple with these complex challenges, progress is severely limited by **declining budgets**
- \* Our districts have faced reductions in state revenue of over **25%** since 2007
- \* The state has delayed **\$19 billion** in payments to K-12 schools

# Income for K-12 education

**State sources 44%**

**Property  
taxes 37%**

**Other sources 11%**

**Federal  
sources 8%**

Total public school revenue for Sonoma County = \$658 million



## Impact of budget cuts countywide

- Eliminated summer school
- Increased class size
- Shortened school year
- Closed schools; reduced staff
- Cut library and counseling programs
- Cut staff development days
- Eliminated or cut adult education
- Delayed maintenance and repairs
- Stopped state textbook adoptions

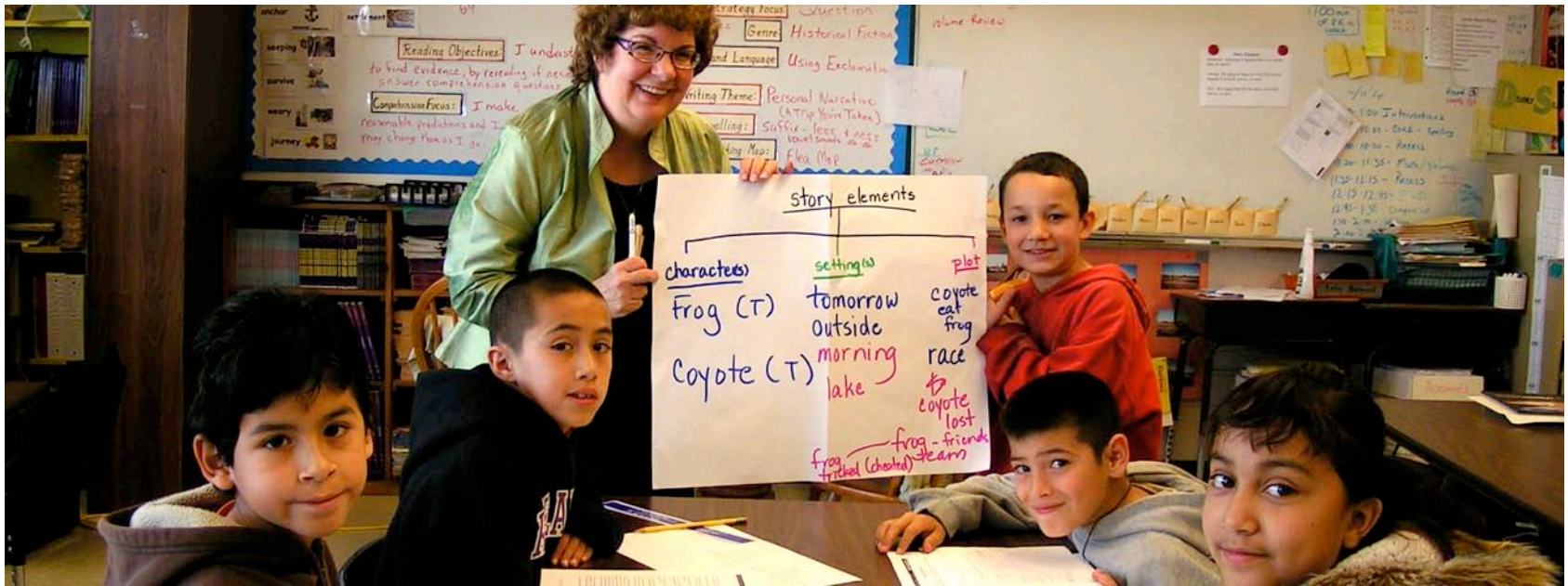
## And it could get worse ...

- **Trigger cuts** will take place mid-year if Proposition 30 does not pass
- **\$5.4 billion** could be cut from K-12 schools (\$30 million in our county)
- Districts may be authorized to cut up to **15 school days**, reducing the calendar to a 160-day minimum
- Local districts will need **\$6 to \$10 million** in cash flow loans this school year

## In spite of these factors...

- Our teachers welcome over **70,000** students into classrooms each year
- Our students continue to show strong academic gains
- Our graduates become local citizens, employees, and community leaders

Education matters to the future of our county



## Our students are the key to our county's future

The economic vitality of Sonoma County depends on the quality of its schools and the investment it makes in all students





## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 23 10:00 A.M.  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** Department of Health Services

**Staff Name and Phone Number:**

**Supervisory District(s):**

Rita Scardaci, 565-4700

Countywide

**Title:** FY 12-13 Milk and Dairy Program and Semi-Frozen Product Fees

### Recommended Actions:

Adopt a Resolution for new and amended Milk and Dairy Fees effective November 1, 2012 and Semi-Frozen Facility Fee effective January 1, 2013, to recover the reasonable cost of providing services in the Environmental Health and Safety Section.

Approve an increase in the Sonoma County General Fund annual contribution for Milk and Dairy fees by \$6,784, from the current \$20,120 to \$26,904.

### Executive Summary:

#### Background

Each year Sonoma County Department of Health Services' (DHS) Milk and Dairy Program inspects 69 dairies in Sonoma County and 28 dairies in Marin County. Currently, dairies pay an annual comprehensive fee of \$2,122 for Market Milk dairies and \$936 for Manufacturing Milk dairies. The comprehensive fee includes the cost of the routine inspections and individual dairy follow-up services. The annual General Fund contribution to the Milk and Dairy Program is \$20,120 for Sonoma County and \$8,165 for Marin County, which equates to \$292 per dairy.

In June of 2012, Senate Bill 1018 (SB 1018) amended the California Food and Agriculture Code (CFAC) to increase maximum allowable dairy inspection fees by 35%. SB 1018 also requires all Approved Milk Inspection Services (AMIS) programs, of which Sonoma County is one of 7 counties in the state, to remit 15% of annual inspection fees collected to the California Department of Food and Agriculture (CDFA).

This 15% remittance fee was developed to cover CDFA costs of administering the CFAC Sections 33082, 33118, and 33119, and the oversight requirements of the National Conference on Interstate Milk Shipments. CFAC Sections 33082, 33118, and 33119 include the supervision of AMIS counties and mandatory trainings offered by CDFA in areas of dairy science, enforcement, regulations, ordinances and other pertinent information that concerns dairies. The educational opportunities and CDFA supervision will increase consistency among all dairy inspection services, while providing education and pertinent industry information to the dairy inspectors. Sonoma County dairy inspectors will obtain more dairy knowledge and increase issue response by participating

in the trainings offered and ultimately pass this information on to the local dairies to protect public health.

CDFA recommends all county fee structures match the CDFA model and requires compliance with established maximum fees. The additional cost to the Sonoma County Milk and Dairy Program as a result of the 15% remittance to the state will be \$34,413 annually. To comply with state regulations regarding maximum fees allowed, DHS proposes to restructure the existing comprehensive annual fee model to match state statute.

Local dairies are an important facet of our community. In addition to the goods produced by local dairies, contributions to tourism and to the community's agricultural identity are widely valued. Recognizing the importance of local family-owned dairies to our community, in 1987 Sonoma County began collaborating with dairy owners in Sonoma and Marin counties to provide local milk inspection services. The Department and dairy owners work together, through annual North Bay Dairy Inspection Committee meetings and on-farm inspection services, to review upcoming regulatory changes, fee structure changes, and the annual budget for the milk and dairy program. Through this collaboration, a strong working relationship between the milk and dairy program staff and local dairy owners has developed and the current program has evolved to meet the changing needs of both the local dairies and the community.

### **Proposed Milk and Dairy Fee Adjustment**

To generate the additional \$34,413 needed to cover the 15% remittance fee, DHS proposes to restructure the Milk and Dairy program and modify the existing Milk and Dairy fee structure, including the development of a separate follow-up fee structure to match state requirements. The follow-up fee structure (described in more detail below) will generate \$15,447 in revenue. It is proposed that the remaining \$18,944 needed to cover the CDFA remittance be generated by a combination of increased dairy inspection fees and increased County General Fund contributions. The combined impact of the changes to the Milk and Dairy fee structure, including follow-up services, will generate additional annual program revenue of \$34,413 (approximately \$22,928 for the period of 11/1/2012 through 6/30/2013).

In developing the proposed dairy inspection fees, DHS considered several options to assess the impact on dairy owners who have already faced several challenges associated with state and federal regulations. One option considered was to have the dairy owners assume 100% of the new cost (\$18,944), which DHS believed would place an undue burden on the dairies and would not be consistent with prior Board direction. Another option would have been to have the County General Fund assume responsibility for the \$18,944, which would be \$13,568 for Sonoma County and \$5,376 for Marin County. The Department does not recommend this option. After consultation with dairy owners and Marin County, DHS recommends a 50/50 split with dairies being responsible for \$9,472 and the County for \$9,472. This recommendation is based on prior Board direction, is consistent with the Board's small business and economic development goals, and supports agriculture and agribusiness. This approach is consistent with the Sonoma County Strategic Plan.

The 50/50 option would have the following impact:

- An Annual Inspection Service Fee for Market Milk dairy owners will increase \$96 from \$2,122 to \$2,218 per year – a monthly increase of \$8 from \$176.80 to **\$184.80**. This fee takes into account an \$8 per month contribution from the County General Fund. (Please see table 1 below.)
- An Annual Inspection Service Fee for Manufacturing Milk dairy owners will increase \$32 from \$936 to \$968 per year – a monthly increase of \$2.67 from \$78.00 to **\$80.67**. This fee takes into account a \$2.67 per month contribution from the County General Fund. (Please see table 1 below.)
- An annual combined cost increase for all dairy owners of \$9,472 (\$6,315 for the period of 11/1/2012 through 6/30/2013).

<b>Table 1: DHS Proposed Fee Adjustments for Milk and Dairy Annual Inspection Service Fee</b>					
<b>Fee</b>	<b>Current Monthly Fee</b>	<b>Fee/ Dollar Increase</b>	<b>Unadjusted Monthly Fee</b>	<b>County General Fund Contribution</b>	<b>Adjusted Monthly Fee</b>
Market Milk Dairy Inspection Fee	\$176.80	\$16.00	\$192.80	-\$8	\$184.80
Manufacturing Milk Dairy Inspection Program	\$78.00	\$5.34	\$83.34	-\$2.67	\$80.67

Under the 50/50 option Sonoma County's annual General Fund contribution will increase by \$6,784, from the current \$20,120, for a total of \$26,904. For the period of 11/1/2012 through 6/30/2013, the additional Sonoma County General Fund contribution would be \$4,523. Marin County's annual General Fund contribution will increase by \$2,688, from the current \$8,165, for a total of \$10,853. For the period of 11/1/2012 through 6/30/2013, the additional Marin County General Fund contribution would be \$1,792.

As noted above, the Board approval today will modify the existing Milk and Dairy fee structure to be consistent with state requirements. Under the new fee structure, the current re-inspection fee will be reduced 28% from \$139.00 to \$100.00 and new follow-up fees are proposed for re-score inspections at \$140.00; water re-samples at \$60.00; and milk re-samples at \$90.00. Annual revenues from follow-up services are projected at \$15,447 (\$10,298 for the period of 11/1/2012 through 6/30/2013). Please see Table 2 below.

<b>Table 2: Milk and Dairy Follow-up Services - DHS Proposed Fee Structure</b>			
<b>Fee</b>	<b>Current Fee</b>	<b>Proposed Fee</b>	<b>Fee Dollar Change</b>
Follow-up Re-inspection Fee	\$139.00	\$100.00	-\$39.00
Follow-up Re-score Fee	New Fee	\$140.00	\$140.00
Follow-up Water Re-sample Fee	New Fee	\$60.00	\$60.00
Follow-up Milk Re-sample Fee	New Fee	\$90.00	\$90.00

### **Semi-Frozen Product Facility License**

Semi-Frozen Product facility license fees set by CDFA will increase from \$150.00 to \$225.00 per year and the CDFA remittance fee will remain at 15%. (Please see Table 3 below.) Licenses will be issued by CDFA in January 2013. CDFA has agreed to postpone the implementation of the Semi-Frozen Product License fees until January 1, 2013 with the annual license renewal process. Annual revenues will increase by \$8,475 for an annual total of \$25,425.

<b>Table 3: Semi-Frozen Product Facility Fee - DHS Proposed Fee Structure</b>			
<b>Fee</b>	<b>Current Fee</b>	<b>Proposed Fee</b>	<b>Fee Change</b>
Semi-Frozen Product Facility Fee	\$150.00	\$225.00	\$75.00

### **Fee Hearing Notice Requirement**

County Counsel has determined that the California Food and Agriculture Code does not have a specific notice requirement related to the adoption of the fees set forth in this Board Item. However, Sonoma County Code Section 14-2 requires milk inspection fees be established by a hearing. Therefore, the notice requirements set forth in California Government Code Section 6062 applicable to public hearings applies. The Notice of Public Hearing for this item was published in the Press Democrat for ten consecutive days prior to the hearing. The



notice is provided as Attachment 3: Notice of Public Hearing.

**Prior Board Actions:**

4/24/12 - Resolution adopting new and adjusted fees, Environmental Health and Public Health  
 4/19/11 - Resolution adopting new and adjusted fees, Environmental Health and Public Health

**Strategic Plan Alignment:**

Goal 2: Economic and Environmental Stewardship  
 Goal 1: Safe, Healthy, and Caring Community

Recommendation is consistent with the Board of Supervisors' small business and economic development goals, investment in agriculture and agribusiness, and support for a thriving economy.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	County General Fund	\$ 4,523
Add Appropriations Req'd.	\$ 31,403	State/Federal	\$ 0
	\$	Fees/Other	\$ 26,880
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$ 0
<b>Total Expenditure</b>	<b>\$ 31,403</b>	<b>Total Sources</b>	<b>\$ 31,403</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The increase in Environmental Health and Safety revenue (net of CDFA remittance) over FY 12-13 is \$31,403. Necessary budget adjustments will be completed during Q2 Consolidated Budget Adjustments. Sonoma County's annual General Fund contribution will increase by \$6,784, which for the period 11/1/2012 through 6/30/2013 is \$4,523.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

Resolution adopting new and amended Milk and Dairy fees for FY 12-13; Public Health Fee and Revenue Summary Chart for FY 12-13 Milk and Dairy fees; Notice of Public Hearing.

**Related Items "On File" with the Clerk of the Board:**

None.

**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: October 16, 2012**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY  
OF SONOMA, STATE OF CALIFORNIA, ADOPTING NEW AND  
AMENDED MILK AND DAIRY FEES EFFECTIVE NOVEMBER 1, 2012  
AND SEMI-FROZEN FACILITY FEE EFFECTIVE JANUARY 1, 2013,  
TO RECOVER THE REASONABLE COST OF PROVIDING PUBLIC  
HEALTH SERVICES.**

**Whereas,** The California Constitution, Food and Agriculture Code sections 33251 – 33253, 35221 and Health and Safety Code Sections 101325 authorize the Board of Supervisors by resolution to establish fees to recover the reasonable cost of providing certain Public Health Services.

**Now, Therefore, Be It Resolved** that to recover the reasonable cost of providing certain Public Health services, it is necessary to increase certain fees and establish certain new fees as set forth below.

**Be It Further Resolved** that in all other respects, Resolution No 12-0204 setting fees effective as of July 1, 2012, and any fee modifications established by subsequent resolution, shall remain in full force and effect.

**Be It Further Resolved** that if any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid, such decisions shall not affect the validity of the remaining portion of the resolution.

**Be It Further Resolved** that the following milk and dairy fees are hereby adopted effective November 1, 2012 and the following semi-frozen facility fee is hereby adopted effective January 1, 2013 to recover the reasonable cost of providing public health services.

DESCRIPTION	FEE SCHEDULE	
Milk and Dairy		
1. Dairy Permit Inspection Services		
a. Market Milk Dairy	\$184.80	Monthly
b. Market Milk Independent Dairy	\$184.80	Monthly
c. Manufacturing Milk Dairy	\$80.67	Monthly
d. Producer/Distributor Raw Milk Dairy	\$184.80	Monthly
2. Follow-up Services		
a. Violation Re-inspection	\$100.00	Per Event
b. Rescore Inspection	\$140.00	Per Event
c. Water Resample	\$60.00	Per Event
d. Milk Resample	\$90.00	Per Event

DESCRIPTION	FEE SCHEDULE	
Semi Frozen Product		
1. Semi-frozen Product Facility		
a. Semi-frozen Product Facility	\$225.00	Annually

**Supervisors:**

Brown:                  Rabbitt:                  McGuire:                  Carrillo:                  Zane:

Ayes:                  Noes:                  Absent:                  Abstain:

**So Ordered.**

**PUBLIC HEALTH DIVISION  
FEE AND REVENUE SUMMARY CHART**

		FY 12-13	FY 12-13		Unit		FY 12-13	Rate	Rate	Revenue
		Budget	Proposed Budget	Unit	%	FY 12-13	Proposed	Dollar	%	Inc/(Dec) Due To
Fee Description		Units	Units	Change	Change	Rate	Rate	Change	Change	Rate Change
<b>ENVIRONMENTAL HEALTH AND SAFETY</b>										
<b>5. <sup>1</sup></b>	<b>Milk and Dairy</b>									
a.	Market Milk Dairy									
	1. Market Milk Dairy Monthly Fee	97	97	0	0%	176.80	184.80	8.00	4.52%	9,312.00
b.	Market Milk Independent Monthly Fee	0	0	0	0%	176.80	184.80	8.00	4.52%	0.00
c.	Manufacturing Milk Dairy Monthly Fee	5	5	0	0%	78.00	80.67	2.67	3.42%	160.20
d.	Producer-Distributor Raw Milk Monthly Fee	0	0	0	0%	176.80	184.80	8.00	4.52%	0.00
e.	Violation Reinspection Fee	17	50	33	194%	139.00	100.00	(39.00)	(28.06%)	2,637.00
f.	Re-Score Inspection Fee	0	51	51	100%	0.00	140.00	140.00	100.00%	7,140.00
g.	Water Re-Sample Fee	0	66	66	100%	0.00	60.00	60.00	100.00%	3,960.00
h.	Milk Re-Sample Fee	0	19	19	100%	0.00	90.00	90.00	100.00%	1,710.00
<b>6. <sup>2</sup></b>	<b>Semi-frozen Product</b>									
a.	Semi-frozen Product Facility	113	113	0		150.00	225.00	75.00	50.00%	8,475.00
<b>JUSTIFICATION:</b>										
1	Senate Bill 1018, passed in June of 2012, which amended the California Food and Agriculture Code to increase the maximum allowable rate for dairy inspection fees and require all Approved County Dairy Inspection Service programs, of which Sonoma County is one, to remit 15% of inspection fees collected to California Department of Food and Agriculture.									
2	Senate Bill 1018 amended the California Food and Agriculture Code, Section 35221, to increase Semi Frozen licenses to \$225.00 with a remittance to the California Department of Food and Agriculture of 15%.									
<b>Increase in Environmental Health and Safety Fee Revenue Over FY 12-13 April Fee Item</b>										<b>\$33,394.20</b>

## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Board of Supervisors of the County of Sonoma on October 16, 2012 at 10:00 a.m. in the Board of Supervisors' Chambers, Room 102A, 575 Administration Drive, Santa Rosa, California to consider resolutions increasing fees and adding new fees for the following departments:

### **Health Services**

- Environmental Health Milk and Dairy Fees and Semi-Frozen Product Fees

Written and oral presentations regarding the proposed resolutions may be made at the hearing.

**NOTICE IS FURTHER GIVEN** that copies of the proposed resolutions and data indicating the amount of charges required to provide the services for which the proposed increased or new fees will be charged are available starting October 11, 2012 at the Sonoma County Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, California 95403, or by contacting the specific department referenced above.

**ALL INTERESTED PERSONS ARE INVITED TO BE PRESENT AND HEARD ON THESE MATTERS.**

MICHELLE ARELLANO  
Clerk of the Board of Supervisors



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 24 10:00 A.M.  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services/County Administrator's Office

**Staff Name and Phone Number:**

Sam Ruark , 565-2125  
Jim Leddy, 565-2190

**Supervisory District(s):**

Countywide (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> Districts)

**Title:** California State Association of Counties 2012 Challenge Award Presentation and Comprehensive Energy Project Update

### **Recommended Actions:**

Accept California State Association of Counties 2012 Challenge Award and receive a Comprehensive Energy Project Update.

### **Executive Summary:**

The California State Association of Counties (C.S.A.C.) awarded the County of Sonoma its annual 2012 Challenge Award for leadership in the implementation of the Comprehensive Energy Project (C.E.P.) . C.S.A.C. solicits nominations each year for those programs that demonstrate innovative and cost effective ways to deliver services. This year C.S.A.C. received 220 nominations and Sonoma County was one of 18 counties to be recognized. Further, Sonoma County was one of only three counties to receive a Challenge Award for a submission of the Comprehensive Energy Project. This project was a collaboration between the County's Architecture, Facility Operations and Energy and Sustainability Divisions, Kenwood Energy (a local private energy consultant), and Aircon Energy, Inc.

The Comprehensive Energy Project was launched as part of the County's early commitment to become a more sustainable and energy efficient organization. As envisioned when adopted by the Board of Supervisors, this project was launched to support the County in accomplishing its goals of achieving campus wide modernization, reducing energy use by 33%, and cutting greenhouse gas emissions.

In 2008, the County of Sonoma hired Aircon Energy to develop a Comprehensive Energy Project. Aircon performed an energy audit to identify energy efficiency opportunities in County facilities. From this audit 38 energy efficiency measures at 24 buildings were selected that presented the greatest energy savings and financial return. Among the selected measures was a 1.4MW fuel cell cogeneration power plant, lighting

retrofits at 20 buildings, Heating, Ventilation and Air Condition (H.V.A.C.) system replacements or rebuilds in four buildings, H.V.A.C. motors and variable frequency drives, water efficiency retrofits at 16 buildings, and an upgrade to the central mechanical plant with four new chillers, two new boilers and a new cooling tower.

Through General Services' efforts, the County successfully obtained private financing of \$18,730,803 from Banc of America. This financing combined with available incentives from Pacific Gas and Electric Company, including a \$3,000,000 rebate check through their self-generation incentive program for the fuel cell, also made the project financially viable.

The energy efficiency retrofits combined with the hydrogen fuel cell allowed the project to meet its cost and energy savings goals. The Fuel Cell uses natural gas as a fuel source to produce electricity at 1/5 the cost, and provides heat to the County campus. Sonoma County's 1.4MW fuel cell has been designated "Ultra-Clean" by the California Air Resources Board. It reduces greenhouse gas emissions by 69% over P.G. & E. grid power.

## **Results**

Adhering to the directive to make the project cost neutral from day one, the financing is repaid with utility savings. The modeled utility bills savings were \$1,689,316 annually, and over the 25-year life of the equipment the County is projected to save \$38 million. The project also reduces carbon emissions by 6,135 tons per year.

### **The net savings for FY 11-12 were:**

Water: \$247,300 (16,500,000 gallon reduction)

Electricity: \$319,839 (2,262,445 kWh reduction)

Natural Gas: \$121,500 (171,164 therms)

Fuel Cell: \$1,118,800 (10,830,193 kWh minus 914,372therms to power the plant)

**Total Savings: \$1,807,439**

The overall project is exceeding the modeled savings and the County is meeting all of the debt service obligations. The debt will be fully paid off in year 2026.

### **Successful Innovation:**

The Comprehensive Energy Project allowed the County to accomplish its goals of achieving campus wide mechanical, plumbing and lighting modernization, reducing energy use by 33%, and cutting greenhouse gas emissions. This project also generated significant work for local contractors. Using the American Recovery and Reinvestment Act calculation the project contributed approximately 239 jobs for a year for the local green economy. Planning and implementing this project also created significant collaboration across multiple County departments, which led to additional sustainability projects.

Our Sonoma County Energy Watch program staff continues to pursue and complete additional energy projects, including lighting projects, solar system installations, new air handlers, and water heaters. These are being funded through grants, American Recovery and Reinvestment Act funds, Qualified Energy Conservation Bonds,

and Pacific Gas and Electric's financing program. The C.E.P. and the subsequent projects have positioned the County to not only reduce on-going costs energy costs but to serve as a model for other public entities.

**Prior Board Actions:**

09/12/06 - Climate Protection Action Plan – Approve the Climate Protection Action Plan concept and recommendations; and approve a budgetary adjustment for start up and first year program costs.

09/19/06 - Approval of the concept of a Comprehensive Energy Project and the use of an energy services company to be selected through a Request for Proposal process.

03/18/08 - Authorize the Chair to execute a contract with Aircon Energy, in the amount of \$189,500, for the Sonoma County Comprehensive Energy Project.

12/16/08 - Approve Comprehensive Energy Project Phase 2 and adopt resolutions required to implement project

03/24/09 - Authorize the Chair to execute a contract with Aircon Energy, in the amount of \$16,070,254, a contract with FuelCell Energy Inc. for related services, and execute financing for the project up to \$25,000,000.

07/21/09 – Authorize the Chair of the Board to enter into a contract with Kenwood Energy to provide third party peer review consulting services for the Comprehensive Energy Project, on an hourly basis not to exceed \$33,047.

**Strategic Plan Alignment:**

Goal 2: Economic and Environmental Stewardship

Energy efficiency projects cut county utility costs and provide public and private sector jobs while reducing environmental impacts associated with energy production and use.



**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ N/A</b>	<b>Total Sources</b>	<b>\$ N/A</b>

**Narrative Explanation of Fiscal Impacts (If Required):**  
 None.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**  
 None

**Related Items "On File" with the Clerk of the Board:**

California State Association of Counties Award

# Comprehensive Energy Project Update

County of Sonoma  
Board of Supervisors  
October 16, 2012



# Background

1. \$22,000,000 project with 38 Energy Efficiency Measures
2. \$4,000,000 in Rebates
3. 1.4 MW Fuel Cell to power County campus
4. Cost neutral from Day 1
5. Goals
  1. Cut Utility Costs
  2. Upgrade Equipment
  3. Reduce Greenhouse Gas Emissions



# Results FY 11-12

1. Water: 16,500,000 Gal/yr reduction
2. Electricity: 2,262,445 kWh reduction
3. Natural Gas: 171,164 therms reduction
4. Fuel Cell: produces 10,830,193 kWh
5. Total Savings: \$1,807,439
6. Debt Service met
7. 239 Local Jobs



# Additional Projects

1. LED Retrofit of 234 Parking lot lights
2. Los Guilicos Solar systems (1.45MW)
3. Over \$1M in ARRA Energy Projects
  1. New NCDF HVACs
  2. 10 water heaters
  3. 5 Interior Lighting Projects
4. New Central Mechanical Boilers and more lighting retrofits on the way



# Questions?

Sam Ruark  
General Services  
Energy & Sustainability Division





## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 25  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** 4/5

**Department or Agency Name(s):** County Administrator's Office

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Chris Thomas, 565-3781

All.

**Title:** FY 12-13 First Quarter Budget Update and Adjustments.

### Recommended Actions:

Fiscal Year 2012-13 First Quarter Budget Update and Adjustments –

- (1) Receive first quarter budget update report, including consolidated budget and position allocation list adjustments, update on 2011 Realignment, current status of suspended state mandates, and updates on direction received in the Fiscal Year 2012-13 Budget Hearings and the 5 year County General Fund projections.
- (2) Adopt a Concurrent Resolution of the Board of Supervisors, the Agricultural Preservation and Open Space District, the Community Development Commission, the Northern Sonoma County Air Pollution Control District, the Russian River County Sanitation District, the Occidental County Sanitation District, the Sonoma County Water Agency, and the South Park County Sanitation District adjusting the Fiscal Year 2012-13 budget for the first quarter consolidated budget adjustments (4/5 vote required).
- (3) Adopt a Resolution of the Sonoma Valley County Sanitation District adjusting the Fiscal Year 2012-13 budget for the first quarter consolidated budget adjustments (2/3 vote required).
- (4) Adopt a Concurrent Resolution of the Board of Supervisors, the Sonoma County Water Agency, and the Community Development Commission amending the departmental position allocation lists associated with the first quarter consolidated budget adjustments.

### Executive Summary:

This item includes a number of budget related information and recommended actions. First it presents a set of consolidated budget adjustments for Board consideration totaling \$87 million and affecting 25 departmental budgets. It also provides updates on the 2011 Realignment - particularly workload, functional, and funding issues that are being addressed in the on-going process of implementation; a current status of suspended state mandates and funds owed from past claims to the state; updates on directions received in the FY 12-13 Budget Hearings; and a look at the most recent 5 year County General Fund projections which have incorporated the adopted FY 12-13.

## I. Consolidated Budget Adjustments

Staff is requesting the Board approve budgetary adjustments to the FY 12-13 adopted budget. As has been our practice where possible, requested budgetary adjustments for the current fiscal year have been consolidated into one packet per quarter for the Board's consideration. This package includes requests from 25 departments, with total adjustments of \$86,807,512 including revenue adjustments and rebudgets of ongoing project costs. Combined with the three adjustments previously approved by the Board during the first quarter - \$3,464,722 for Public Safety Realignment, \$161,150 for Animal Care and Control, and \$15,000 for the Bodega Water Company Loan, the total budget adjustments approved to date is \$90,448,434 if all recommended items in this package are approved.

The individual requests are summarized by department in Exhibit A attached to the applicable budgetary adjustment resolution. This exhibit captures all the rebudgeting adjustments, items already approved by the Board this fiscal year, and minor adjustments to update revenue sources and estimates, depreciation values and amended expense estimates. This item also includes new adjustments that departments wish to bring forward for consideration.

### Adjustments to Appropriations and Revenues

The following summarizes the significant requested adjustments which the Board has not previously considered:

- Auditor-Controller-Treasurer-Tax Collector. Add 1.0 FTE Accountant Auditor and delete 1.0 FTE Accounting Technician to provide appropriate support to Treasury Division (\$30,000), funded by the Treasury Admin Fee; add 1.0 FTE Department Information Systems Coordinator and delete 1.0 FTE Department Analyst, to align with duties specifically related to the operation and programming of Human Resources Management System (\$22,000), funded by Human Resources Management System rates.
- Community Development Commission. Appropriate TOT Affordable Housing Set Aside funds to West County Community Services in Guerneville (\$55,000) and the Cloverdale Community Outreach Committee for the Wallace House Emergency Services (\$10,000) to ensure shelter operation through winter months; also appropriate \$110,000, previously approved by the Board, toward the biennial homeless count and the Sam Jones Hall shelter agreement.
- County Counsel. Add 1.0 FTE Deputy County Counsel funded by the Open Space District and the Enterprise Finance System project to provide increased legal services (\$191,875); technical adjustment of 0.95 FTE to true up partial position allocations (\$0).
- District Attorney. Fund a temporary promotion of Program Manager in the Victim Services unit while the current manager moves to the Family Justice Center. \$40,376 General Fund contingency.
- Fire/EMS. Appropriate CSA #40 fund balance for the Annapolis Water Tender Maintenance Project (\$25,000) and for job specification and classification project work (\$25,000).
- General Services. Increase appropriations for the County's share of costs of the Regional Climate Protection Authority (\$33,023), and to operate the County Surplus Program (\$17,564), fully offset by SCEIP revenues.
- Department of Health Services. Redirect Animal Care and Control fund balance originally appropriated from General Fund for software upgrade toward shelter safety improvements and to add 0.25 FTE



Supervising Animal Control Officer (\$148,613); increase appropriations and revenues from Intergovernmental Transfer (IGT) and add 4.84 FTE positions to improve coordination and integration of health services to underserved populations.

- Human Resources. Add 1.5 FTE Human Resources Analyst III. 0.5 FTE is fully funded by the Department of Health Services (DHS) and is dedicated to providing service to DHS (\$54,542). The additional 1.0 will focus on classification and compensation administration. \$109,325 General Fund contingency.
- Permit and Resource Management Department: Increase appropriations to evaluate new terrace pit reclamation concepts and potential enhancement to fish and wildlife habitat (\$60,179), funded by ARM Plan Russian River Gravel Mitigation Fund.
- Transportation and Public Works. Appropriate the following from respective fund balance: Roads for Americans with Disabilities Act improvement to Sonoma Road Yard (\$302,626); a grant from Salmon Creek Water District toward a new treatment plant (\$30,000); Fitch Mountain Water District Operations to relocate the radio antenna and replace the solar cell (\$15,000); NSCAPCD for training and office equipment (\$100,000); Mill Creek Roads District (\$5,000) and Peaks Pike Road Districts (\$5,000) for additional road work; Rio Nido Lighting District for traffic radar system implementation (\$25,000).
- Water Agency. Add 1.0 FTE Administrative Aide, 1.0 FTE Water Agency Engineer IV, 1.0 FTE Administrative Service Officer II, and 1.0 FTE Assistant Project Specialist, while deleting 1.0 FTE Account Clerk III, 2.0 FTE Engineering Technician III, and 1.0 FTE Administrative Services Officer II (no net position allocation change), to better align workload and positions (\$90,747 from Water Agency General Fund); increase expenditures associated with Cal Trans Environmental Enhancement and Mitigation Grant habitat restoration for Hinebaugh Creek and Prop 84 Grant expenses for the Laguna de Santa Rosa (\$1,212,056); increase appropriations for various grant revenue pass-thru associated with the North Bay Water Reuse Authority (\$1,214,969); increase appropriations to the Forestville Storage Tank project due to increased project costs from construction delays (\$1,581,021); increase appropriations for Russian River CSD Bionutrient project's accelerated time line (\$2,632,170); and approve various Sanitation District bond issuance and depreciation costs (\$448,241).

At the start of the fiscal year, the General Fund contingencies available were \$1,889,000, with \$3,219,103 added following the FY 11-12 close, for a total of \$5,108,103. The Board has approved \$36,308 in fee waivers to date which are included in the consolidated adjustments package. Including the first quarter fee waivers, should all requested adjustments be approved by the Board, the remaining General Fund Contingency balance will be \$3,698,036.

The following table outlines the impact the first quarter adjustments will have on General Fund contingencies:

<b>Department</b>	<b>Adjustment</b>	<b>Use of Contingencies</b>
Court Support	Rebudget expenditures	\$6,000
District Attorney	Program Manager Victim's Services	\$40,376
General Services	Veterans Buildings	\$346,321
General Services	Rebudget Local Projects	\$40,126
Human Resources	HR Analyst for Classification	\$109,235
Information Systems	Rebudget dept projects	\$394,360
PRMD	Prior year revenue correction	\$327,716
Regional Parks	Comprehensive Parks Plan	\$250,000
Fire Emergency Services	Rebudget of Homeland Sec. Grant	(\$104,067)
<i>Total Contingency Adjustments in First Quarter</i>		<i>\$1,410,067</i>
<b>Total Contingency Remaining</b>		<b>\$3,698,036</b>

#### Position Allocation List Changes Associated with First Quarter Budget Adjustments

Some budgetary adjustments involve changes to departmental position allocation lists. A resolution attached provides for these changes, which are listed in the attached resolution exhibit. There are a net change of 20.52 FTE positions recommended for addition. No lay-offs are required by any of these changes.

## **II. Other Update Reports**

### 2011 Realignment

Attached is a report on the status of 2011 Realignment related to public safety and Health and Human Services responsibilities. The update discusses two significant on-going issues with implementation, workload/functional issues and funding issues.

### State Mandates

In response to changes to the suspension status of various state mandates, staff worked with departments to determine any significant budget and/or work decision impacts. Departments were polled to determine if they budgeted for revenue in FY 12-13 from a mandate, specifically to determine potential budget impacts from newly suspended mandates, and found no material budgeted revenues at risk.

Departments were also asked if they are continuing work related to a suspended mandate and if a fee for service would potentially be appropriate for such work on a suspended mandate. In most cases, work related to suspended mandates is being continued; however, any data collection requirements of the mandates have been discontinued. For example, related to crime victims' rights, victim services and notification services are being continued, however certain data collection activities related to the work and as required of the mandate, have been discontinued due to staff capacity and priorities.

At this time, we were unable to find any cases where a mandate has been suspended and where staff would recommend either discontinuance of the substantive work of the mandate or the consideration of a user fee to recover the mandated cost from any direct service beneficiaries. County Administrator's Office staff are continuing to work with departments affected by suspended mandates and will monitor further changes at the state level to see if future budget impacts and/or potential policy decisions arise for Board consideration.

Finally, there is the issue of getting any remaining outstanding mandate reimbursement claims paid.

As of June 30, 2012, for claims submitted to the state for fiscal years 1996/1997 through 2010/2011, the County has received \$16,594,787 in claims reimbursement. The County has claimed \$33,974,745, with \$33,041,265 approved by the state for reimbursement after accounting for late submission penalties and State Controller initial desk reviews and approvals. Attachment B shows each outstanding mandate claim per year and a total balance due from the state of \$20,072,482. Of this, \$7 million is due by FY 20-21 according to Prop 1 A passed in 2004. The remaining \$13 million is being paid slowly by the state as the annual state budget appropriations can cover the cost. It is unclear when the state will complete payment of these claims.

#### Budget Hearing Direction Status

During the budget hearings, the Board directed staff to return with a number of reports and some additional actions. Attachment B lists each Board direction as well as current status. Reports addressing the provision of an executive director for the Family Justice Center, a Volunteer Coordinator for Animal Care and Control, and the potential for reducing interest rates for SCEIP have been accomplished in earlier Board sessions. The remaining requested items are expected by the end of the second quarter. One other topic is addressed in this item, an update on the Library Joint Powers Agreement.

During the Advertising Program FY 12-13 budget presentation, staff recommended and the Board approved, that the Library grant allocation (\$22,840 for the Historic Photograph Project) be awarded, but reimbursement be contingent upon a report near the first quarter regarding the status of the Joint Powers Agreement. On October 2, 2012, the Board made appointments to the Library Joint Powers Agreement Review Advisory Committee. This Committee is anticipated to review the Joint Powers Agreement language and structure and may develop recommendations to update the existing 1975 agreement to meet current Library service needs, to be recommended to the City Council and the Board of Supervisors. Staff anticipates the Committee to complete their efforts by Summer of 2013. This is the status as of this time, and staff will administer the Advertising grant to the Library as appropriate.

#### Updated 5 year County General Fund Forecast

The following shows the updated projections starting from the adopted FY 12-13 Budget and which take into account a slightly slower revenue recovery and the best guess on revised retirement rates:

<b>Multi-year (in million \$)</b>	<b>FY 12-13</b>	<b>FY 13-14</b>	<b>FY 14-15</b>	<b>FY 15-16</b>	<b>FY 16-17</b>
Taxes	196.2	198.1	202.4	206.9	211.4
State/Fed	80.6	82.4	83.3	85.6	87.9
Charges for Services	41.1	41.1	42.1	42.8	43.4
Other	51.9	43.3	43.9	44.5	45.2
<i>Total Revenues</i>	<i>369.8</i>	<i>364.9</i>	<i>371.8</i>	<i>379.7</i>	<i>387.9</i>
Salaries and Benefits	262.0	263.4	270.5	274.5	278.7
Services and Supplies	89.6	93.5	96.3	99.2	102.2
Other	95.2	91.9	94.3	96.8	99.3
Reimbursements	(65.9)	(66.6)	(67.2)	(67.9)	(68.6)
<i>Total Expenditures</i>	<i>380.8</i>	<i>382.3</i>	<i>393.8</i>	<i>402.5</i>	<i>411.6</i>
Use of Fund Balance	11.0	10.0	10.0	10.0	10.0
<i>Excess/(Shortfall)</i>	<i>-</i>	<i>(7.4)</i>	<i>(12.1)</i>	<i>(12.8)</i>	<i>(13.7)</i>

The next table is the same projection but reflecting a 3% of total compensation cost reduction which has been one of the Board's goals to achieve a sustainable County budget going forward. It shows that the gap closes for FY 13-14 but grows again in FY 14-15 and stays fairly constant from there forward. This gap is largely the result of anticipated changes to retirement rates from the triennial actuary review of the assumptions which will hit for the same rate year as the final portion of the 2008 market losses and are included in the salaries and benefits line. It is important to note that these changes have not yet been adopted by the retirement board and may have a lesser impact than anticipated. Retirement Board actions are expected in January and will be incorporated into the mid-year projections. In addition, we are hopeful to have enough detail by then on the agreements with labor organizations implementing the Board's direction for achieving a sustainable budget for the future as well as modeling for the first results of meaningful pension reform. The staff presentation will discuss these projections in greater detail.

<b>Multi-year (in million \$)</b>	<b>FY 12-13</b>	<b>FY 13-14</b>	<b>FY 14-15</b>	<b>FY 15-16</b>	<b>FY 16-17</b>
Taxes	196.2	198.1	202.4	206.9	211.4
State/Fed	80.6	82.4	83.3	85.6	87.9
Charges for Services	41.1	41.1	42.1	42.8	43.4
Other	51.9	43.3	43.9	44.5	45.2
<i>Total Revenues</i>	<i>369.8</i>	<i>364.9</i>	<i>371.8</i>	<i>379.7</i>	<i>387.9</i>
Salaries and Benefits	262.0	255.5	262.3	266.3	270.4
Services and Supplies	89.6	93.5	96.3	99.2	102.2
Other	95.2	91.9	94.3	96.8	99.3
Reimbursements	(65.9)	(66.6)	(67.2)	(67.9)	(68.6)
<i>Total Expenditures</i>	<i>380.8</i>	<i>374.4</i>	<i>385.7</i>	<i>394.3</i>	<i>403.2</i>
Use of Fund Balance	11.0	10.0	10.0	10.0	10.0
<i>Excess/(Shortfall)</i>	<i>-</i>	<i>0.5</i>	<i>(4.0)</i>	<i>(4.6)</i>	<i>(5.3)</i>

**Prior Board Actions:**

June 2012 – Board adopted the FY 12-13 Budget.

**Strategic Plan Alignment:** Goal 3: Invest in the Future

Adopt a balanced budget and maintain appropriate reserves.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	Various Revenues/Reimbursements	\$ 63,782,600
Add Appropriations Req'd.	\$ 86,807,332	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 21,614,845
	\$	Use of Contingencies	\$ 1,410,067
	\$		\$
<b>Total Expenditure</b>	<b>\$ 86,807,512</b>	<b>Total Sources</b>	<b>\$ 86,807,512</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The fiscal impact reflects various changes to the FY 12-13 Adopted Budget which are detailed in the Executive Summary above and the associated resolutions and attachments. Current appropriations for General Fund Contingencies are \$5,108,103. In the event that the Board approves the recommended actions and adjustments today, the remaining available General Fund contingency balance will be \$3,698,036.

**Staffing Impacts**

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
See attached position allocation resolution.			

**Narrative Explanation of Staffing Impacts (If Required):**

See attached consolidated budget adjustments and position allocation resolutions for staffing changes. There is a total net addition of 20.52 FTE positions recommended. No lay-offs are required by these changes.

**Attachments:**

Resolutions.  
Attachment A – 2011 Realignment Update.  
Attachment B – FY 12/13 Budget Hearing Direction Status.  
Attachment C – State Mandate information.

**Related Items "On File" with the Clerk of the Board:**

None.

**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: 10/16/2012**

**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, 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, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District Adjusting The Adopted FY 12-13 Budget. (4/5 Vote Required.)**

**Whereas**, the Board has adopted the Fiscal Year 2012-2013 Budget for all governmental entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

**Whereas**, the Government Code allows for adjustments to the Adopted Budget during the 2012-2013 Fiscal Year.

**Now, Therefore, Be It Resolved** that the County Auditor-Controller is hereby authorized and directed to adjust the Fiscal year 2012-2013 Adopted Budget for the attached increases/decreases listed in Exhibit "A" for the governmental entities within it jurisdiction.

**Now, Therefore, Be It Further Resolved** that the County Auditor-Controller is hereby authorized and directed to adjust the Fiscal year 2012-2013 Adopted budget to rebudget and adjust for previously approved capital projects as included in Exhibit "A".

**Supervisors:**

Brown:	Rabbitt:	McGuire:	Carrillo:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

**So Ordered.**

**RECOMMENDED BUDGET ADJUSTMENTS**

**OTHER FUNDS - CAPITAL PROJECTS**

Department		CAO Recommends		
Division		Gross	Revenue and	
Section/Description/Comment	Index	Expenditure	Reimbursement	Net Cost
<b>Capital Projects - Rebudgeting Adjustments</b>				
Co Ctr Bldg Utilization Plan	102160	(525)	(2,370)	1,845
2755 Mendocino Avenue Office Building	109090	(221,119)	(829,712)	608,593
DP Bldg Seismic Retrofit	109223	0	(25,839)	25,839
Sheriff Bldg Server Room Expansion	109249	(70,513)	0	(70,513)
La Plaza A & B Space Reorg	109363	(8,596)	0	(8,596)
AC-American With Disabilities Act	109371	39,915	71,975	(32,060)
Architect/FAC Ops Space Reorg	109389	(9,758)		(9,758)
CMP Energy Improvements	109587	(45,889)		(45,889)
370 Administration Drive	109850	(26,713)		(26,713)
Sheriff Bldg-Covered Parking	109926	(3,800)		(3,800)
Admin Bldg Remodel	109934	(20,469)		(20,469)
PRMD Parking Lot Retrofit	109975	12,000	12,000	0
CCFP	109983	(43,925)	(17,221)	(26,704)
Criminal Justice Expansion	109991	(10,927)	(1,722,231)	1,711,304
HOJ Elevator Repair	110338	(71,069)	(43,587)	(27,482)
MADF Security Panel	111161	(4,129)		(4,129)
MADF MH Touchscreens	111252	(181)	(43,515)	43,334
MADF HVAC Controls	111294	(15,438)		(15,438)
MADF BUNKS	111310	(6,642)	(2,081)	(4,561)
MADF Doors	111328	(98,458)	(127,378)	28,920
MADF Sewer Improvements	111419	(37,233)	(17,836)	(19,397)
MADF Showers Retrofit	111484	3,673		3,673
MADF Male Special Visiting Modification	111534	(17,070)		(17,070)
MADF F Mod Mezzanine Security Barrier	111567		(74)	74
MADF PTZ Cameras	111591	(1,588)		(1,588)
MADF Air Flow Improvements	111617	(117,909)		(117,909)
MADF Fire System Upgrade	111625	9,413		9,413
MADF Booking Carpet Replace	111633		(34,994)	34,994
MADF Court Holding Area	111641	(1,924)	(3,512)	1,588
MADF Toliets/Sinks	111658	(2,275)	(43,496)	41,221
CCC Pilot Project	112110	3,769		3,769
Adult Detention Planning	112227	24,746		24,746

NCDF 100 Unit Dry Rot Repairs	112367	(613)	(208,522)	207,909
NSDF 300 Unit Re-Roof	112375	(58)	(159,878)	159,820
VMCH Phase III	113498	(10,725)		(10,725)
LG Photovoltaic System	113563	(5,931)		(5,931)
Helen Putnam Memorial	140053	(1,655)		(1,655)
Hood Mountain	140095	38,143	38,122	21
Sea Ranch	140111	3,125		3,125
Doran Park	140137	87,175	168,274	(81,099)
Mark West Creek	140145	23,412		23,412
Healdsburg Ridge	140152	(140,797)	(140,342)	(455)
Laguna De Santa Rosa Trail	140160	72,093	185,100	(113,007)
Copeland Creek Trail	140178	1,000	1,000	0
North Sonoma Mountain Trail	140194	(7,366)	353,485	(360,851)
Smart Trail SW-Santa Rosa	140319	34,850	107,601	(72,751)
Timber Cove Trail Plan	140327	(43,269)	31,057	(74,326)
Hodeman Slough	140368	(170)	(170)	0
West County Trail	140376	12,583		12,583
Park Paystations	140384	(9,304)		(9,304)
Shiloh Ranch	140392	(460)		(460)
Crane Creek Park	140434	(2,128)		(2,128)
Foothill Park	140442	(2,211)		(2,211)
West Sonoma County Gateway	140459	(720)	(720)	0
Sonoma-Schellville Bike Trail	140475	20,153	22,653	(2,500)
SR Creek Trail	140541	66,822	(71,864)	138,686
Westside Boat Launch	140558	(2,538)	(2,508)	(30)
Birdwalk Coastal Access	140632	(56)		(56)
Steelhead Beach	140657	1,032		1,032
Cloverdale Regional Park	140665	48,846	104,179	(55,333)
Sonoma Valley Regional Park	140681	8,000	30,286	(22,286)
Tolay Lake	140707	60,181	233,983	(173,802)
Sonoma Mountain General Feasibility	140723	(15,178)		(15,178)
Guerneville River Park	140772	(2,859)	(2,859)	0
Bodega Bay Breakwater	140830	168,261		168,261
SF Bay Trail	140863	1,538	1,538	0
Riverfront Park	140889	(17,824)	24,869	(42,693)
Healdsburg Vets Memorial Beach Dam	140897	50,049	100,291	(50,242)
Occidental To Coast Trail	140905	741	2,000	(1,259)



Central Sonoma Valley Trail	140921	15,092	(35,000)	50,092
Watson School	140947	5,148	6,499	(1,351)
Bodega Bay Bike/Pedestrian Trail	140962	(7,472)	226,345	(233,817)
Russian River Access Sites	140970	2,000	2,000	0
Storm Damage Projects	140988	(4,713)	856,600	(861,313)
Vets Bldg Repairs	145177	(137,304)	(248,053)	110,749
Communications Site Obt/Dev	150094	(1,148)		(1,148)
Electrical Vehicle Infrastructure	150235	(33,023)		(33,023)
Facility Planning	150268	(137,840)	(347,064)	209,224
2009 ADA SETP Improve	150326	(598,317)	(149,186)	(449,131)
Human Svcs/Dafs Bldg Plan	150342	213		213
Redevelopment Improvements	150375	19,027		19,027
Haz Mat Management/Abatement	150532	(7,884)	(19,453)	11,569
Ground Water Contaim Mon/Rem	150573	(29,655)		(29,655)
Communications-Towers	150706	(692,411)	(212,023)	(480,388)
Human Services Improvement Projects	150722	(542,155)		(542,155)
Emergency Generator Projects	150755	(3,477)	(139,111)	135,634
Orned Center Re-Roof	150763		(49,961)	49,961
Emergency Services Warehouse	150862	(125)	(9,801)	9,676
Smoking Ordinance	150870	95,660	(43,340)	139,000
<b>Total Capital Project Rebudgeting Adjustments</b>		<b>(2,366,876)</b>	<b>(2,173,844)</b>	<b>(193,032)</b>

**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: 10/16/2012**

**Concurrent Resolution Of The Board Of Directors Of The Sonoma Valley  
County Sanitation District Adjusting The Adopted FY 2012-2013 Budget.  
(2/3 Vote Required.)**

**Whereas**, the Board has adopted the Fiscal Year 2012-2013 Budget in accordance with Section 29088 of the Government Code of the State of California, and

**Whereas**, the Government Code allows for adjustments to the Adopted Budget during the 2012-2013 Fiscal Year.

**Now, Therefore, Be It Resolved** that the County Auditor-Controller is hereby authorized and directed to adjust the Fiscal year 2012-2013 Adopted Budget for the attached increases/decreases listed in Exhibit "A" for the Sonoma Valley County Sanitation District.

**Supervisors:**

Sanders:            Brown:            Zane:

Ayes:                Noes:                Absent:                Abstain:

**So Ordered.**

FY 12/13 First Quarter Consolidated Budget Adjustments - Exhibit A

Requested Budget Adjustment Summaries	Gross Expenditure	Revenue and Reimbursement	Net Cost
<b>Sonoma Valley County Sanitation District</b>			
<u>Summary of Requested Adjustments Subject to Board Policy Direction</u>			
Additional appropriations are requested for costs associated with the issuance of a new bond ( \$144,231) and Depreciation Expense (\$130,220).	274,541	0	274,451
<u>Summary of Requested Adjustments Reflecting Prior Board Policy Direction</u>			
Rebudget expense appropriation for various other projects (\$360,012) and interfund transfer (\$2,320,304) from SRF Loan for the trunk main at Watmaugh Road project. Increase revenue from the interfund transfer (\$2,320,304) and various State and Federal grants (\$2,134,236).	2,680,316	4,454,540	(1,774,224)
<b>Total Requested Adjustments</b>	<b>2,954,857</b>	<b>4,454,540</b>	<b>(1,499,773)</b>

**Resolution No.**

**County of Sonoma  
Santa Rosa, CA 95403**

**Date: 10/16/2012**

**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, The State of California, The Board Of Directors Of The Sonoma County Water Agency, And The Board Of Commissioners Of The Community Development Commission, Amending The Departmental Position Allocation Lists.**

**Whereas**, the Board has approved departmental allocation lists for all departments and agencies for the Fiscal Year 2012-2013 with the adoption of the Fiscal Year 2012-2013, and

**Whereas**, the Board may adjust these allocation lists as the board determines appropriate for continuing operations in the fiscal year, and

**Whereas**, the Board has reviewed the first quarter consolidated budget adjustments and wishes to make adjustments to position allocations associated with those adjustment.

**Now, Therefore, Be It Resolved** that the departmental allocation lists be amended as noted in Exhibit "B" attached as a part of this resolution.

**Supervisors:**

Brown:                      Rabbitt:                      McGuire:                      Carrillo:                      Zane:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**

**Exhibit "B" Position Allocations  
FY 12/13 1st Quarter Adjustments**

**12/13 CBA #1 Positions**

Budget Index	Job Class	Job Title	Existing Allocation (FTE)	Change in Allocation (FTE)	New Total Allocation (FTE)	Effective Date	Salary Range
<b>Auditor-Controller</b>							
022012	0826	DEPARTMENT ANALYST	1.00	-1.00	0.00	10/16/12	29.52
022012	0163	SR BUSINESS SYS ANALYST	1.00	-1.00	0.00	10/16/12	38.31
022012	0160	DEPARTMENT INFO SYS COORD	0.00	1.00	1.00	10/16/12	35.28
022012	0161	DEPARTMENT INFO SYS MGR	0.00	1.00	1.00	10/16/12	42.10
022103	0404	ACCOUNTING TECHNICIAN	2.00	-1.00	1.00	10/16/12	21.32
022103	0421	ACCOUNTANT/AUDITOR II	0.00	1.00	1.00	10/16/12	32.20
<b>Community Development Commission</b>							
611012	9138	COMM DEVELOPMENT SPEC II	7.00	-1.00	6.00	07/01/12	22.09
<b>County Administrator's Office</b>							
002014	7023	SECRETARY CONFIDENTIAL	0.75	-0.75	0.00	10/16/12	20.59
002014	0823	ADMINISTRATIVE AIDE CONF	1.00	0.75	1.75	10/16/12	23.33
<b>County Counsel's Office</b>							
005017	4034	DEPUTY COUNTY COUNSEL IV	19.05	1.95	21.00	11/26/12	53.84
<b>Department of Health Services</b>							
161101	0003	SR OFFICE ASSISTANT	1.63	1.37	3.00	10/17/12	18.26
161101	0810	ADMINISTRATIVE AIDE	3.00	1.00	4.00	10/17/12	23.33
161101	0826	DEPARTMENT ANALYST	4.00	3.00	7.00	10/17/12	29.52
161101	2634	HEALTH PROG MGR	0.00	1.00	1.00	10/17/12	36.01
161101	2420	PATIENT CARE ANALYST	0.00	1.00	1.00	10/17/12	40.38
161101	0880	PROG PLANNING & EVAL ANALYST	1.00	1.00	2.00	10/17/12	30.59
164204	0810	ADMINISTRATIVE AIDE	0.50	0.80	1.30	10/17/12	23.33
164303	2564	PUBLIC HEALTH NURSE II	15.70	0.45	16.15	10/17/12	34.01
164303	2565	SR PUBLIC HEALTH NURSE	1.80	1.00	2.80	10/17/12	36.56
164350	4306	SUP ANIMAL CONTROL OFF	1.75	0.25	2.00	10/17/12	24.46
164402	3372	PUBLIC HEALTH AIDE II	8.40	-0.60	7.80	10/17/12	14.99
164402	2629	SR LACTATION CONSULTANT	1.00	-0.10	0.90	10/17/12	30.43
164756	2535	PUBLIC HEALTH PHYSICIAN	0.50	0.20	0.70	10/17/12	72.39
164756	2307	OCCUP THER II CHILD THERAPY PROG	4.00	1.00	5.00	10/17/12	32.53
164756	2317	PHYS THER II CHILD THERAPY PROG	3.35	1.00	4.35	10/17/12	32.53
165102	2262	MEDICAL RECORD CLERK II	0.50	-0.50	0.00	10/17/12	17.19
165219	2007	LICENSED VOCATIONAL NURSE II	2.50	-0.50	2.00	10/17/12	22.38
165219	2082	PSYCHIATRIC TECHNICIAN	0.00	0.50	0.50	10/17/12	22.38
165318	0100	RECEPTIONIST	1.50	-0.50	1.00	10/17/12	18.26
165318	2471	MARRIAGE FAMILY THER	14.80	1.00	15.80	10/17/12	30.30
165506	2262	MEDICAL RECORD CLERK II	0.50	-0.50	0.00	10/17/12	17.19
165506	0100	RECEPTIONIST	1.50	-0.50	1.00	10/17/12	18.26
165506	0003	SR OFFICE ASSISTANT	7.75	1.00	8.75	10/17/12	18.26
165514	0003	SR OFFICE ASSISTANT	1.50	0.30	1.80	10/17/12	18.26
167058	2632	HEALTH INFO SPECIALIST II	1.25	0.25	1.50	10/17/12	26.96
167058	2185	NUTRITIONIST	0.60	0.15	0.75	10/17/12	26.01
167058	0827	ADMINISTRATIVE SERVICES OFF I	0.00	1.00	1.00	10/17/12	34.86
167058	2630	BIostatistician	3.00	1.00	4.00	10/17/12	31.87
167058	2634	HEALTH PROG MGR	0.00	1.00	1.00	10/17/12	36.01
167058	2420	PATIENT CARE ANALYST	0.00	0.50	0.50	10/17/12	40.38
167058	1202	PLANNER II	0.00	0.50	0.50	10/17/12	28.09
167058	0880	PROG PLANNING & EVAL ANALYST	1.60	1.00	2.60	10/17/12	30.59
<b>General Services</b>							
006015	0807	HUMAN RESOURCES ANALYST III	7.00	1.50	8.50	10/16/12	34.86
<b>Probation Department</b>							
043109	3227	PROBATION OFF III	Extend term through 9/30/13			10/01/12	29.62
<b>Water Agency</b>							
672105	0403	ACCOUNT CLERK III	3.00	-1.00	2.00	08/01/12	20.13
672105	1007	ENGINEERING TECHNICIAN III	14.00	-2.00	12.00	08/01/12	27.68
672105	0810	ADMINISTRATIVE AIDE	2.00	1.00	3.00	09/01/12	23.33
672105	1035	ASSISTANT PROJECT SPECIALIST	0.00	1.00	1.00	09/01/12	28.02

**Exhibit "B" Position Allocations  
FY 12/13 1st Quarter Adjustments**

Budget Index	Job Class	Job Title	Existing Allocation (FTE)	Change in Allocation (FTE)	New Total Allocation (FTE)	Effective Date	Salary Range
672105	1032	WATER AGENCY ENGINEER IV	13.00	1.00	14.00	09/01/12	45.43
672105	0827	ADMINISTRATIVE SERVICES OFF I	2.00	-1.00	1.00	11/01/12	34.86
672105	0828	ADMINISTRATIVE SERVICES OFF II	1.00	1.00	2.00	11/01/12	40.10
		<b>Total Changes</b>		<b>20.52</b>			

*Attachment A*

**2011 Realignment Board Update**

This memo provides the Board with a brief update on the implementation of what is referred to as the 2011 Realignment. This Realignment refers to the shifting of responsibilities and funding between the state and counties. The 2011 Realignment shifted responsibility for certain criminal offenders to counties and made some changes to Health and Human Services responsibilities as well. This update discusses two on-going types of issues with the implementation, workload/functional issues and funding issues. Staff will continue to provide regular updates to the Board as implementation actions are brought forward for consideration and in conjunction with future quarterly budget updates.

*Health and Human Services Workload and Functional Issues*

With respect to workload and functional issues, primarily in the Health and Human Services programs, while the implementing legislation was, for the most part, clear that program regulations and orders at the local level remain the same, there are still several significant issues yet to be resolved regarding how counties will manage the newly realigned responsibilities, particularly within the area of Behavioral Health. The reporting requirements and reporting relationships are still in development due to the major transitions of behavioral health oversight at the state level effective July 1, 2012.

California's Drug Medi-Cal program transitioned from the Department of Alcohol and Drug Programs to the California Department of Health Care Services (DHCS) effective July 1, 2012. The state Department of Mental Health was eliminated effective July 1st and oversight of Medi-Cal specialty mental health managed care, EPSDT and related functions also transitioned to DHCS effective this fiscal year.

Behavioral Health Director Mike Kennedy is part of the statewide leadership group working on the development of a Business Plan with DHCS to help resolve operational issues in the transition, as well as reporting needs. These and other aspects of the transition have been complicated by the fact that not all of the Department of Mental Health functions moved to DHCS, but rather were piecemealed out to at least four other state departments. The changes at the state level have added to confusion about roles of responsibility versus authority, particularly within the Drug Medi-Cal program and provider certification requirements.

In Human Services, various tracking and monitoring tools had to be developed by staff. Reporting has changed the most in Adoption Assistance and Foster Care. Specifically, new tools for tracking realignment versus non-realignment revenues were needed.

Staff does anticipate service changes in the child welfare area with the potential assumption of the adoption function in 2013/2014. The department plans to go to the Board in December with a recommendation that the County assumes responsibility for adoptions.

### *Public Safety Realignment October 2011 to today*

While the legislation set the parameters for public safety realignment, counties, through Community Corrections Partnerships, have to develop the local plans. In Sonoma County, the Community Corrections Partnership developed a realignment implementation plan through FY 12-13, which was approved by the BOS on July 31, 2012. In addition, the Board approved budget adjustments and the addition of positions and programs that are necessary to implement the approved plan. The anticipated funding for realignment was \$10.4 million including a \$1 million carry forward balance.

The most recent state projections on realigned populations prior to October 2011, was that Sonoma County would have approximately 400 additional offenders in its local system at any point in time at full implementation. One year after implementation, Sonoma County has 401 realigned offenders active in its local system: 233 Post-Release Community Supervision (PRCS) offenders; 137 offenders sentenced pursuant to 1170(h) currently serving time in-custody; and 31 offenders sentenced under 1170(h) serving the Mandatory Supervision portion of their split sentence. Probation projects that the 401 additional offenders currently in our local system will increase to approximately 500 offenders by June 30, 2013.

As approved on July 31, a new pre trial services program is included in the 12-13 plan. Implementation of the Pre-Trial program implementation has been delayed. Contract negotiations are being finalized. Probation anticipates executing a contract in mid-November to start the first phase of the Pre-Trial program, which includes development of a new pre-trial risk assessment tool.

Day Reporting Center (DRC): In September 2012, Behavioral Interventions, Inc. successfully expanded the maximum capacity of the DRC from 100 to 150 offenders. The contract allows for a maximum of 200 beds and will not require a change to the exiting agreement.

The CCP's Year 2 Realignment Plan cited a potential need to use contingency reserves during FY 2012-13 to fund the DUI Specialty Court and potential jail expansion needs. The Court successfully competed for another grant award from the Office of Traffic Safety to fund the DUI Specialty Court through September of 2013. As a result, contingency funds will not be required for this purpose.

The Sheriff may request contingency funds to open an additional jail unit, add a Legal Processor or request funding for security improvements. If use of contingencies is required the department would first seek the approval of the CCP and then the Board to appropriate contingency funds.



Probation may request approval for use of contingency funds to cover the cost of filling the positions of a Probation Officer IV (supervisor) and Probation Officer III in April 2013, which would be two months earlier than the budgeted projected need. This is based on the assumption that realigned offenders under community supervision will exceed 315 prior to 5/30/2013 or due to increased workload demand.

### *Realignment Funding Related Issues*

As reported in the CCP's FY 2012-13 Realignment Plan, the allocation methodology adopted for FY 12-13 is expected to also be used for determining next year's FY 2013-14 funding allocation; however, it is not considered permanent and will be subject to revision.

Looking ahead to 2013/2014 in Human Services, for child welfare staff anticipates a possible increase in allocation due to caseload growth and project a slight potential increase in allocation for other realigned Human Services programs, but staff can't quantify projections at this time.

The 2011 Budget Act did not address all the aspects of 2011 Realignment, created financial risks due to the shift of funding from State General Fund to sales tax revenue, and does not provide constitutional protection for the new revenue arrangements. The outcome of The Schools and Local Public Safety Protection Act of 2012 (Proposition 30) will be significant since it is currently the vehicle for these constitutional protections and other legislative language that will protect county risk. In addition, the Department of Finance released new allocation formulas on September 19th that require further discussion and analysis. Although the new DOF allocations provide increased revenue for Sonoma County, they are different than the allocations recommended by County Behavioral Directors, and what was previously discussed and suggested between the Administration and CAO's and County Behavioral Health Directors.

It has not been determined whether or not funds can be moved between the programs within the Behavioral Health Account. That is, could funds for children's MediCal services be used to support Drug MediCal services in the case that the Drug MediCal revenues proved insufficient. It should be noted that advocates for children's service providers are lobbying for the Children's MediCal funding to be protected.

No legislation or regulation has been put in place to give counties the authority to manage the Drug MediCal program. Certification of providers continues with the State. There are no provisions for counties to authorize and/or manage services. There are no provisions for counties to manage the quality of services or to manage the financial risk.

While the MediCal Specialty Mental Health Program could inform discussions for changes to the Drug MediCal Program, the funding available for the Drug Medi Cal Program is not sufficient to cover the additional administrative costs that would come if it was determined that the program qualified as a managed care program.

The lack of legislation and the ongoing financial risk to counties for these realigned programs could be mitigated by The Schools and Local Public Safety Protection Act of 2012. This ballot initiative would constitutionally protect the revenue sources, as well as provide mandate and other protections to counties.

Finally, the 2011 Realignment changes provided for a funding structure and distribution of realigned revenues. The legislation included provisions for the establishment of a Local Revenue Fund 2011 to include separate accounts for Local Community Corrections (includes AB109, State COPS, Booking Fees, and Cal-EMA) , Trial Court Security, District Attorney and Public Defender, Juvenile Justice, and Health and Human Services. To comply with State law, increase transparency, and improve tracking of funds, the County established these funds along with a sub-set of Special Revenue Funds. These Special Revenue Funds are assigned budgetarily to the Department responsible for implementing and operating specific pieces of the legislation. Program costs are budgeted within each Department which in turn is reimbursed by the special revenue funds on a quarterly basis. The County received \$32M in FY 11-12 for program costs across departments that included the Sheriff, Probation, District Attorney, Public Defender, Human Services and Health Services.

With the passage of SB 1020 this year the State revised the provisions establishing the Local Revenue Fund 2011, by abolishing the accounts in the fund as of September 30, 2012, with the exception of the Mental Health Account, and created new accounts. The bill also requires that money in the existing accounts be transferred to the newly created successor accounts on September 15<sup>th</sup>, 2012. The Auditor-Controller Treasurer Tax- Collector's Office is in the process of implementing these changes.

**FY 12/13 Budget Hearing Direction Status**

10/16/2012

Dept	Additional Board Direction	Status
CAO	More budget info in fiscal section of board items, including status of remaining funds	Ongoing
CAO	Increase link to strategic plan information in budget	Ongoing
CAO	Report to Board on policy for all reserves and departmental special fund balances	Ongoing
CAO	Report to Board on historical uses, changes in uncommitted retirement balances	Ongoing
CAO	Report to Board on Tribal Development Impact Mitigation monies	Ongoing
DA	Report to Board regarding Family Justice Center funding for Executive Director on July 31 add info on Forfeiture Funds availability	Completed
Health Svcs	Report to Board regarding Volunteer Coordinator for Animal Control relative to Department-wide planned Volunteer Coordinator	Completed
Human Svcs	Report to Board with information on unmet needs particularly regarding impact of recession on poverty	Ongoing
ACTTC	Report to Board twice a year on Vacation Rental TOT recovery	Ongoing
CAO\ACTTC	Report to Board on potential revolving fund for individual infrastructure improvements - 90 days	Ongoing
ACTTC	Report to Board Ad Hoc on SCEIP, reducing interest costs if possible	Completed
ACTTC	Report to Board on increasing Enterprise Resource Planning (ERP) System costs	Completed, future updates ongoing
CAO\FES	Provide Board with more information on revenues - charges	Completed
EDB	Provide Board with report on economic development efforts across all depts and initiatives	Ongoing
UCCE	Report to Board update on County Lands for Food locations and value chain	Ongoing

STATE CONTROLLER'S OFFICE  
DAR - LOCAL REIMBURSEMENT SECTION  
ANALYSIS OF ALL CLAIMS FILED BY COUNTY OF SONOMA  
FOR FISCAL YEARS 1996/1997 THROUGH 2010-2011  
AS OF June 30, 2012

PROGRAM NAME	FISCAL YEAR	CLAIMED AMOUNT	APPROVED AMOUNT	AMENDED AMOUNT	PAYMENT AMOUNT	BALANCE DUE FROM STATE
1 AIDS TESTING CH 1597/88	20022003	5,833	5,833		8	5,825
1 AIDS TESTING CH 1597/88	20012002	8,633	8,633		8,633	-
1 AIDS TESTING CH 1597/88	20002001	8,868	8,694		8,868	-
1 AIDS TESTING CH 1597/88	19992000	7,485	7,485		7,485	-
1 AIDS TESTING CH 1597/88	19981999	4,998	4,896		4,998	-
1 AIDS TESTING CH 1597/88	19971998	3,084	3,084		4,454	-
1 AIDS TESTING CH 1597/88	19961997	5,240	5,240		5,240	-
<b>AIDS TESTING CH 1597/88 Total</b>		<b>44,141</b>	<b>43,865</b>	<b>-</b>	<b>39,686</b>	<b>5,825</b>
2 ABSENTEE BALLOTS CH 77/78 (L)	20102011	467,810	467,810			467,810
2 ABSENTEE BALLOTS CH 77/78 (L)	20092010	437,126	437,126			437,126
2 ABSENTEE BALLOTS CH 77/78 (L)	20082009	503,829	503,829	357,556	357,556	-
2 ABSENTEE BALLOTS CH 77/78 (L)	20072008	609,288	609,288		609,288	-
2 ABSENTEE BALLOTS CH 77/78 (L)	20062007	381,014	381,014		381,014	-
2 ABSENTEE BALLOTS CH 77/78 (L)	20052006	305,754	305,754		305,754	-
2 ABSENTEE BALLOTS CH 77/78 (L)	20042005	336,801	336,801		336,801	-
2 ABSENTEE BALLOTS CH 77/78 (L)	20032004	620,280	528,917		-	528,917
2 ABSENTEE BALLOTS CH 77/78 (L)	20022003	240,574	207,023		-	207,023
2 ABSENTEE BALLOTS CH 77/78 (L)	20012002	234,401	153,077		37,776	115,301
2 ABSENTEE BALLOTS CH 77/78 (L)	20002001	74,315	73,315		101,826	-
2 ABSENTEE BALLOTS CH 77/78 (L)	19992000	180,044	180,044		180,044	-
2 ABSENTEE BALLOTS CH 77/78 (L)	19981999	105,794	105,794		105,794	-
2 ABSENTEE BALLOTS CH 77/78 (L)	19971998	136,867	136,867		136,867	-
2 ABSENTEE BALLOTS CH 77/78 (L)	19961997	67,688	67,688		76,920	-
<b>ABSENTEE BALLOTS CH 77/78 (L) Total</b>		<b>4,701,585</b>	<b>4,494,347</b>	<b>357,556</b>	<b>2,629,640</b>	<b>1,756,177</b>
13 CHILD ABDUCT & RECV CH 1399/76	20102011	28,364	28,364			28,364
13 CHILD ABDUCT & RECV CH 1399/76	20092010	42,017	42,017		42,017	-
13 CHILD ABDUCT & RECV CH 1399/76	20082009	14,371	14,371		14,371	-
13 CHILD ABDUCT & RECV CH 1399/76	20072008	28,331	28,331		28,331	-
13 CHILD ABDUCT & RECV CH 1399/76	20062007	36,037	36,037		38,000	-
13 CHILD ABDUCT & RECV CH 1399/76	20052006	47,204	47,204		47,204	-
13 CHILD ABDUCT & RECV CH 1399/76	20042005	94,099	94,099		103,422	-
13 CHILD ABDUCT & RECV CH 1399/76	20032004	94,039	94,039		-	94,039
13 CHILD ABDUCT & RECV CH 1399/76	20022003	98,911	98,911		4	98,907
13 CHILD ABDUCT & RECV CH 1399/76	20012002	65,427	65,427		76,285	-
13 CHILD ABDUCT & RECV CH 1399/76	20002001	95,356	95,356		95,356	-
13 CHILD ABDUCT & RECV CH 1399/76	19992000	74,199	74,199		74,199	-
13 CHILD ABDUCT & RECV CH 1399/76	19981999	81,511	81,511		81,511	-
13 CHILD ABDUCT & RECV CH 1399/76	19971998	83,256	83,256		83,256	-
13 CHILD ABDUCT & RECV CH 1399/76	19961997	68,222	66,093		68,222	-
<b>CHILD ABDUCT &amp; RECV CH 1399/76 Total</b>		<b>951,344</b>	<b>949,215</b>	<b>-</b>	<b>752,178</b>	<b>221,310</b>
15 DOMESTIC VIOL INFO CH 1609/84	19981999	11,252	11,252		11,252	-
15 DOMESTIC VIOL INFO CH 1609/84	19971998	12,790	12,790		12,790	-
<b>DOMESTIC VIOL INFO CH 1609/84 Total</b>		<b>24,042</b>	<b>24,042</b>	<b>-</b>	<b>24,042</b>	<b>-</b>
18 SR CITIZEN TAX DEFER CH1242/77	20082009	5,838	3,807	-	-	3,807
18 SR CITIZEN TAX DEFER CH1242/77	20072008	5,491	5,491		-	5,552
18 SR CITIZEN TAX DEFER CH1242/77	20062007	5,260	5,260		5,327	-
18 SR CITIZEN TAX DEFER CH1242/77	20052006	5,006	5,006		5,029	-
18 SR CITIZEN TAX DEFER CH1242/77	20042005	4,762	4,744		4,744	-
18 SR CITIZEN TAX DEFER CH1242/77	20032004	4,646	4,646		-	4,659
18 SR CITIZEN TAX DEFER CH1242/77	20022003	4,516	4,516		20	4,496
18 SR CITIZEN TAX DEFER CH1242/77	20012002	4,497	4,497		4,564	-
18 SR CITIZEN TAX DEFER CH1242/77	20002001	4,299	4,299		4,339	-
18 SR CITIZEN TAX DEFER CH1242/77	19992000	4,141	4,113		4,113	-
18 SR CITIZEN TAX DEFER CH1242/77	19981999	4,060	4,033		4,033	-
18 SR CITIZEN TAX DEFER CH1242/77	19971998	3,996	3,996		3,996	-
18 SR CITIZEN TAX DEFER CH1242/77	19961997	3,914	3,914		3,914	-
<b>SR CITIZEN TAX DEFER CH1242/77 Total</b>		<b>60,426</b>	<b>58,322</b>	<b>-</b>	<b>40,079</b>	<b>18,514</b>
39 MENTAL HEALTH/MDSO CH 1036/78	20012002	-	-		2,970	-
39 MENTAL HEALTH/MDSO CH 1036/78	20002001	3,713	3,713		3,713	-
<b>MENTAL HEALTH/MDSO CH 1036/78 Total</b>		<b>3,713</b>	<b>3,713</b>	<b>-</b>	<b>6,683</b>	<b>-</b>
41 MNDD REIMB CH 486/75 (LOCAL)	20102011	8,917	8,917		-	8,917
41 MNDD REIMB CH 486/75 (LOCAL)	20092010	38,397	38,397		-	38,397

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41 MNDTD REIMB CH 486/75 (LOCAL)	20042005	94,577	94,577		98,583	-
41 MNDTD REIMB CH 486/75 (LOCAL)	20032004	83,551	83,551		-	83,551
41 MNDTD REIMB CH 486/75 (LOCAL)	20022003	58,999	58,999		12	58,987
41 MNDTD REIMB CH 486/75 (LOCAL)	20012002	80,527	80,527		53,680	26,847
41 MNDTD REIMB CH 486/75 (LOCAL)	20002001	79,273	79,273		79,273	-
41 MNDTD REIMB CH 486/75 (LOCAL)	19992000	54,256	54,256		54,256	-
41 MNDTD REIMB CH 486/75 (LOCAL)	19981999	68,475	68,475		68,475	-
41 MNDTD REIMB CH 486/75 (LOCAL)	19971998	54,002	54,002		54,002	-
41 MNDTD REIMB CH 486/75 (LOCAL)	19961997	47,257	43,857		47,257	-
<b>MNDTD REIMB CH 486/75 (LOCAL) Total</b>		<b>668,231</b>	<b>664,831</b>	-	<b>455,538</b>	<b>216,699</b>
49 OPEN MEETING CH 641/86 (LOCAL)	19992000	15,329	15,329		15,329	-
49 OPEN MEETING CH 641/86 (LOCAL)	19981999	17,435	17,435		17,435	-
49 OPEN MEETING CH 641/86 (LOCAL)	19971998	27,317	27,317		27,317	-
49 OPEN MEETING CH 641/86 (LOCAL)	19961997	32,645	32,514		32,514	-
<b>OPEN MEETING CH 641/86 (LOCAL) Total</b>		<b>92,726</b>	<b>92,595</b>	-	<b>92,595</b>	-
55 REGIONAL HOUSE NEED CH 1143/80	20012002	25,695	25,695		-	25,695
55 REGIONAL HOUSE NEED CH 1143/80	20002001	138,168	137,168		137,168	-
55 REGIONAL HOUSE NEED CH 1143/80	19992000	4,485	4,485		4,485	-
<b>REGIONAL HOUSE NEED CH 1143/80 Total</b>		<b>168,348</b>	<b>167,348</b>	-	<b>141,653</b>	<b>25,695</b>
56 REGISTRATION BY MAIL CH 704/75	20102011	29,251	29,251		-	29,251
56 REGISTRATION BY MAIL CH 704/75	20092010	20,234	20,234		-	20,234
56 REGISTRATION BY MAIL CH 704/75	20082009	34,056	34,056		34,056	-
56 REGISTRATION BY MAIL CH 704/75	20072008	29,401	29,401		29,401	-
56 REGISTRATION BY MAIL CH 704/75	20062007	14,393	12,954		12,954	-
56 REGISTRATION BY MAIL CH 704/75	20052006	16,542	16,542		16,542	-
56 REGISTRATION BY MAIL CH 704/75	20042005	37,093	37,093		37,093	-
56 REGISTRATION BY MAIL CH 704/75	20032004	36,562	36,562		-	36,562
56 REGISTRATION BY MAIL CH 704/75	20022003	17,684	17,684		-	17,684
56 REGISTRATION BY MAIL CH 704/75	20012002	16,339	16,339		-	16,339
56 REGISTRATION BY MAIL CH 704/75	20002001	22,917	22,917		22,917	-
56 REGISTRATION BY MAIL CH 704/75	19992000	30,302	29,302		29,302	-
56 REGISTRATION BY MAIL CH 704/75	19981999	21,909	21,909		21,909	-
56 REGISTRATION BY MAIL CH 704/75	19971998	21,380	21,380		21,380	-
56 REGISTRATION BY MAIL CH 704/75	19961997	24,002	24,002		24,002	-
<b>REGISTRATION BY MAIL CH 704/75 Total</b>		<b>372,065</b>	<b>369,626</b>	-	<b>249,556</b>	<b>120,070</b>
65 MENTAL RETARD DEF CH 1253/79	2009/2010	84	85		-	85
66 MENTAL RETARD DEF CH 1253/80	20082009	1,112	1,132		-	1,132
66 MENTAL RETARD DEF CH 1253/80	20072008	1,045	1,057		-	1,057
66 MENTAL RETARD DEF CH 1253/80	20062007	1,001	1,001		1,001	-
66 MENTAL RETARD DEF CH 1253/80	20052006	953	953		953	-
66 MENTAL RETARD DEF CH 1253/80	20042005	907	903		903	-
66 MENTAL RETARD DEF CH 1253/80	20032004	884	887		-	887
66 MENTAL RETARD DEF CH 1253/80	20022003	859	845		845	-
66 MENTAL RETARD DEF CH 1253/80	20012002	856	856		869	-
66 MENTAL RETARD DEF CH 1253/80	20002001	819	819		827	-
66 MENTAL RETARD DEF CH 1253/80	19992000	789	784		784	-
66 MENTAL RETARD DEF CH 1253/80	19981999	774	769		769	-
66 MENTAL RETARD DEF CH 1253/80	19971998	762	762		762	-
66 MENTAL RETARD DEF CH 1253/80	19961997	720	720		720	-
<b>MENTAL RETARD DEF CH 1253/80 Total</b>		<b>11,565</b>	<b>11,573</b>	-	<b>8,433</b>	<b>3,161</b>
73 SEARCH WARRNT: AIDS CH 1088/88	20092010	5,154	5,154		-	5,154
73 SEARCH WARRNT: AIDS CH 1088/88	20082009	76,394	76,394		-	76,394
73 SEARCH WARRNT: AIDS CH 1088/88	20072008	71,473	71,473		-	71,473
73 SEARCH WARRNT: AIDS CH 1088/88	20062007	61,954	61,954		61,954	-
73 SEARCH WARRNT: AIDS CH 1088/88	20052006	69,782	69,782		69,782	-
73 SEARCH WARRNT: AIDS CH 1088/88	20042005	69,245	69,245		69,245	-
73 SEARCH WARRNT: AIDS CH 1088/88	20032004	79,945	79,945		-	79,945
73 SEARCH WARRNT: AIDS CH 1088/88	20022003	64,343	64,343		53	64,290
73 SEARCH WARRNT: AIDS CH 1088/88	20012002	64,656	64,656		-	64,656
<b>SEARCH WARRNT: AIDS CH 1088/88 Total</b>		<b>562,946</b>	<b>562,946</b>	-	<b>201,034</b>	<b>361,912</b>
83 PERM ABSENT VOTERS CH 1422/82	20092010	48,623	48,623			48,623
83 PERM ABSENT VOTERS CH 1422/82	20082009	42,768	42,768		42,768	-

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83	PERM ABSENT VOTERS CH 1422/82	20072008	32,293	32,293	32,293	-
83	PERM ABSENT VOTERS CH 1422/82	20062007	55,031	55,031	55,031	-
83	PERM ABSENT VOTERS CH 1422/82	20052006	48,948	48,948	48,948	-
83	PERM ABSENT VOTERS CH 1422/82	20042005	27,168	27,168	49,508	-
83	PERM ABSENT VOTERS CH 1422/82	20032004	91,885	91,885	-	91,885
83	PERM ABSENT VOTERS CH 1422/82	20022003	62,590	62,590	-	62,590
83	PERM ABSENT VOTERS CH 1422/82	20012002	29,879	29,879	577	29,302
83	PERM ABSENT VOTERS CH 1422/82	20002001	802	802	4,000	-
83	PERM ABSENT VOTERS CH 1422/82	19992000	7,346	7,346	7,346	-
83	PERM ABSENT VOTERS CH 1422/82	19981999	3,792	3,792	4,000	-
83	PERM ABSENT VOTERS CH 1422/82	19971998	4,082	4,082	5,000	-
83	PERM ABSENT VOTERS CH 1422/82	19961997	5,863	5,863	5,863	-
	<b>PERM ABSENT VOTERS CH 1422/82 Total</b>		<b>461,070</b>	<b>461,070</b>	<b>-</b>	<b>255,334</b>
85	CT AUDITS & PRO FINE CH 980/84	19971998	3,508	3,508	3,508	-
	<b>CT AUDITS &amp; PRO FINE CH 980/84 Total</b>		<b>3,508</b>	<b>3,508</b>	<b>-</b>	<b>3,508</b>
87	DEV DISABLE ATTY SER CH 694/75	20082009	68,313	68,313	-	68,313
87	DEV DISABLE ATTY SER CH 694/75	20072008	50,092	50,092	-	50,092
87	DEV DISABLE ATTY SER CH 694/75	20062007	54,371	54,371	54,371	-
87	DEV DISABLE ATTY SER CH 694/75	20052006	57,716	57,716	57,716	-
87	DEV DISABLE ATTY SER CH 694/75	20042005	55,593	55,593	55,593	-
87	DEV DISABLE ATTY SER CH 694/75	20032004	43,821	43,821	-	43,821
87	DEV DISABLE ATTY SER CH 694/75	20022003	43,257	43,257	150	43,107
87	DEV DISABLE ATTY SER CH 694/75	20012002	44,353	44,353	42,157	2,196
87	DEV DISABLE ATTY SER CH 694/75	20002001	70,074	70,074	70,074	-
87	DEV DISABLE ATTY SER CH 694/75	19992000	3,037	3,017	3,017	-
87	DEV DISABLE ATTY SER CH 694/75	19981999	2,978	2,958	2,958	-
87	DEV DISABLE ATTY SER CH 694/75	19971998	2,931	2,931	2,931	-
87	DEV DISABLE ATTY SER CH 694/75	19961997	2,871	2,871	2,871	-
	<b>DEV DISABLE ATTY SER CH 694/75 Total</b>		<b>499,407</b>	<b>499,367</b>	<b>-</b>	<b>291,838</b>
88	CORONERS CH 498/76	2009/2010	207	218	218	218
88	CORONERS CH 498/77	20082009	2,612	2,612	-	2,733
88	CORONERS CH 498/77	20072008	2,381	2,381	-	2,408
88	CORONERS CH 498/77	20062007	2,281	2,281	2,310	-
88	CORONERS CH 498/77	20052006	2,171	2,171	2,181	-
88	CORONERS CH 498/77	20042005	2,065	2,058	2,058	-
88	CORONERS CH 498/77	20032004	2,015	2,015	-	2,021
88	CORONERS CH 498/77	20022003	1,958	1,924	24	1,900
88	CORONERS CH 498/77	20012002	1,950	1,950	1,979	-
88	CORONERS CH 498/77	20002001	1,863	1,863	1,880	-
88	CORONERS CH 498/77	19992000	1,795	1,783	1,783	-
88	CORONERS CH 498/77	19981999	1,759	1,747	1,747	-
88	CORONERS CH 498/77	19971998	1,732	1,732	1,732	-
88	CORONERS CH 498/77	19961997	1,696	1,696	1,696	-
	<b>CORONERS CH 498/77 Total</b>		<b>26,485</b>	<b>26,431</b>	<b>-</b>	<b>17,608</b>
90	COUNTYWIDE TAX RATES CH 921/87	20102011	3,665	3,665	-	3,665
90	COUNTYWIDE TAX RATES CH 921/87	20042005	-	-	-	-
90	COUNTYWIDE TAX RATES CH 921/87	20032004	3,087	3,087	-	3,087
90	COUNTYWIDE TAX RATES CH 921/87	20022003	1,112	1,112	-	1,112
90	COUNTYWIDE TAX RATES CH 921/87	19971998	-	-	3,109	-
90	COUNTYWIDE TAX RATES CH 921/87	19961997	3,109	-	600	-
	<b>COUNTYWIDE TAX RATES CH 921/87 Total</b>		<b>10,973</b>	<b>7,864</b>	<b>-</b>	<b>3,709</b>
110	SUDDEN INFANT DEATH CH 955/89	20022003	3,506	3,506	45	3,461
110	SUDDEN INFANT DEATH CH 955/89	20012002	32,150	32,150	4,771	27,379
110	SUDDEN INFANT DEATH CH 955/89	20002001	5,964	5,964	5,964	-
110	SUDDEN INFANT DEATH CH 955/89	19992000	2,245	2,245	2,245	-
110	SUDDEN INFANT DEATH CH 955/89	19981999	2,039	2,039	2,500	-
110	SUDDEN INFANT DEATH CH 955/89	19971998	9,169	9,169	9,169	-
110	SUDDEN INFANT DEATH CH 955/89	19961997	2,362	2,362	3,000	-
	<b>SUDDEN INFANT DEATH CH 955/89 Total</b>		<b>57,435</b>	<b>57,435</b>	<b>-</b>	<b>27,694</b>
111	HANDICAPP & DISABLED CH1747/84	20052006	98,955	98,955	265,241	-
111	HANDICAPP & DISABLED CH1747/84	20042005	375,675	374,675	359,006	15,669
111	HANDICAPP & DISABLED CH1747/84	20032004	-	-	-	-

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111 HANDICAPP & DISABLED CH1747/84	20022003	1,315,834	1,314,834		17	1,314,817
111 HANDICAPP & DISABLED CH1747/84	20012002	1,525,709	1,297,950		641,999	655,951
111 HANDICAPP & DISABLED CH1747/84	20002001	903,155	902,155		338,204	902,155
111 HANDICAPP & DISABLED CH1747/84	19992000	1,197,562	1,196,562		1,196,562	-
111 HANDICAPP & DISABLED CH1747/84	19981999	420,244	419,244		895,663	-
111 HANDICAPP & DISABLED CH1747/84	19971998	777,132	777,132		1,018,837	-
111 HANDICAPP & DISABLED CH1747/84	19961997	864,618	863,618		864,618	-
<b>HANDICAPP &amp; DISABLED CH1747/84 Total</b>		<b>7,478,884</b>	<b>7,245,125</b>	<b>-</b>	<b>5,580,147</b>	<b>2,888,592</b>
118 CANCER PR PEACE OFF CH 1171/89	20072008	46,670	46,670		-	46,670
118 CANCER PR PEACE OFF CH 1171/89	20062007	27,363	27,363		27,363	-
<b>CANCER PR PEACE OFF CH 1171/89 Total</b>		<b>74,033</b>	<b>74,033</b>	<b>-</b>	<b>27,363</b>	<b>46,670</b>
120 STOLEN VEHICLE NOTI CH 337/90	20012002	424	-		239	-
120 STOLEN VEHICLE NOTI CH 337/90	20002001	298	298		298	-
120 STOLEN VEHICLE NOTI CH 337/90	19992000	731	731		731	-
120 STOLEN VEHICLE NOTI CH 337/90	19981999	617	617		685	-
120 STOLEN VEHICLE NOTI CH 337/90	19971998	700	700		889	-
120 STOLEN VEHICLE NOTI CH 337/90	19961997	1,199	764		951	-
<b>STOLEN VEHICLE NOTI CH 337/90 Total</b>		<b>3,969</b>	<b>3,110</b>	<b>-</b>	<b>3,793</b>	<b>-</b>
122 PACIFIC BEACH SAFETY CH 961/92	20062007	-	-		1,756	-
122 PACIFIC BEACH SAFETY CH 961/92	20052006	2,195	2,195		2,195	-
122 PACIFIC BEACH SAFETY CH 961/92	20022003	-	-		11	-
122 PACIFIC BEACH SAFETY CH 961/92	20012002	2,896	2,896		-	2,896
<b>PACIFIC BEACH SAFETY CH 961/92 Total</b>		<b>5,091</b>	<b>5,091</b>	<b>-</b>	<b>3,962</b>	<b>2,896</b>
125 SIDS CONT BY HTH OFF CH 268/91	20022003	12,063	12,063		39	12,024
125 SIDS CONT BY HTH OFF CH 268/91	20012002	15,378	15,378		8,417	6,961
125 SIDS CONT BY HTH OFF CH 268/91	20002001	10,521	10,521		10,521	-
125 SIDS CONT BY HTH OFF CH 268/91	19992000	5,436	5,436		5,436	-
125 SIDS CONT BY HTH OFF CH 268/91	19981999	11,355	11,355		11,355	-
125 SIDS CONT BY HTH OFF CH 268/91	19971998	6,224	6,224		6,224	-
125 SIDS CONT BY HTH OFF CH 268/91	19961997	9,880	9,880		9,880	-
<b>SIDS CONT BY HTH OFF CH 268/91 Total</b>		<b>70,857</b>	<b>70,857</b>	<b>-</b>	<b>51,872</b>	<b>18,985</b>
127 RAPE VICTIMS NOTICE CH 224/92	20102011	1,259	1,259		-	1,259
127 RAPE VICTIMS NOTICE CH 224/92	20092010	4,179	4,179		4,179	-
127 RAPE VICTIMS NOTICE CH 224/92	20082009	2,056	2,056		2,056	-
127 RAPE VICTIMS NOTICE CH 224/92	20072008	2,057	2,057		2,057	-
127 RAPE VICTIMS NOTICE CH 224/92	20062007	3,683	3,683		5,943	-
127 RAPE VICTIMS NOTICE CH 224/92	20052006	7,429	7,429		7,429	-
127 RAPE VICTIMS NOTICE CH 224/92	20042005	4,846	4,846		4,846	-
127 RAPE VICTIMS NOTICE CH 224/92	20032004	3,183	3,183		-	3,183
127 RAPE VICTIMS NOTICE CH 224/92	20022003	4,948	4,948		-	4,948
127 RAPE VICTIMS NOTICE CH 224/92	20012002	3,638	3,638		3,766	-
127 RAPE VICTIMS NOTICE CH 224/92	20002001	5,849	5,849		5,849	-
127 RAPE VICTIMS NOTICE CH 224/92	19992000	2,720	2,720		2,720	-
127 RAPE VICTIMS NOTICE CH 224/92	19981999	457	457		1,900	-
127 RAPE VICTIMS NOTICE CH 224/92	19971998	2,030	2,030		2,030	-
127 RAPE VICTIMS NOTICE CH 224/92	19961997	1,966	1,966		1,966	-
<b>RAPE VICTIMS NOTICE CH 224/92 Total</b>		<b>50,300</b>	<b>50,300</b>	<b>-</b>	<b>44,741</b>	<b>9,390</b>
128 PRISONER PARENT RGHT CH 820/91	20042005	27,988	27,988		27,988	-
128 PRISONER PARENT RGHT CH 820/91	20032004	3,922	3,922		-	3,922
128 PRISONER PARENT RGHT CH 820/91	20022003	3,771	3,771		1	3,770
128 PRISONER PARENT RGHT CH 820/91	20012002	1,082	1,082		6,457	-
128 PRISONER PARENT RGHT CH 820/91	20002001	8,071	8,071		10,000	-
128 PRISONER PARENT RGHT CH 820/91	19992000	21,426	21,426		21,426	-
128 PRISONER PARENT RGHT CH 820/91	19981999	2,681	2,681		6,000	-
128 PRISONER PARENT RGHT CH 820/91	19971998	7,613	7,613		7,613	-
<b>PRISONER PARENT RGHT CH 820/91 Total</b>		<b>76,554</b>	<b>76,554</b>	<b>-</b>	<b>79,485</b>	<b>7,692</b>
147 NOT GUILTY INSANITY CH1114/79	19981999	4,088	4,088		4,088	-
147 NOT GUILTY INSANITY CH1114/79	19971998	9,103	9,103		9,103	-
147 NOT GUILTY INSANITY CH1114/79	19961997	15,373	15,373		15,373	-
<b>NOT GUILTY INSANITY CH1114/79 Total</b>		<b>28,564</b>	<b>28,564</b>	<b>-</b>	<b>28,564</b>	<b>-</b>
152 ALLOC PROP TAX CH697/92	20102011	5,714	5,714		-	5,714
152 ALLOC PROP TAX CH697/92	20072008	2,866	2,866		2,866	-

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152 ALLOC PROP TAX CH697/92	20062007	1,965	1,965		2,121	-
152 ALLOC PROP TAX CH697/92	20052006	2,651	2,651		2,651	-
152 ALLOC PROP TAX CH697/92	20042005	4,780	4,780		5,192	-
152 ALLOC PROP TAX CH697/92	20032004	6,489	6,489		-	6,489
152 ALLOC PROP TAX CH697/92	20022003	3,108	3,108		-	3,108
152 ALLOC PROP TAX CH697/92	20012002	3,284	3,284		2,782	502
152 ALLOC PROP TAX CH697/92	20002001	3,477	3,477		3,477	-
152 ALLOC PROP TAX CH697/92	19992000	1,705	1,705		1,705	-
152 ALLOC PROP TAX CH697/92	19981999	2,106	2,106		2,500	-
152 ALLOC PROP TAX CH697/92	19971998	3,700	3,700		3,700	-
152 ALLOC PROP TAX CH697/92	19961997	2,643	2,643		2,643	-
<b>ALLOC PROP TAX CH697/92 Total</b>		<b>44,488</b>	<b>44,488</b>	<b>-</b>	<b>29,637</b>	<b>15,813</b>
158 CRIME VICTIMS RIGHTS CH411/95	20072008	4,081	4,081		-	4,081
158 CRIME VICTIMS RIGHTS CH411/95	20062007	3,526	3,526		3,526	-
158 CRIME VICTIMS RIGHTS CH411/95	20052006	3,808	3,808		3,808	-
158 CRIME VICTIMS RIGHTS CH411/95	20042005	5,147	5,147		5,310	-
158 CRIME VICTIMS RIGHTS CH411/95	20032004	6,638	6,638		-	6,638
158 CRIME VICTIMS RIGHTS CH411/95	20022003	5,712	5,712		7	5,705
158 CRIME VICTIMS RIGHTS CH411/95	20012002	2,022	2,022		1,577	445
158 CRIME VICTIMS RIGHTS CH411/95	20002001	1,971	1,971		1,971	-
<b>CRIME VICTIMS RIGHTS CH411/95 Total</b>		<b>32,905</b>	<b>32,905</b>	<b>-</b>	<b>16,199</b>	<b>16,869</b>
161 INVESTMENT REPORTS CH 783/95	20022003	56,941	56,941		14	56,927
161 INVESTMENT REPORTS CH 783/95	20012002	82,497	82,497		34,004	48,493
161 INVESTMENT REPORTS CH 783/95	20002001	54,893	54,893		54,893	-
161 INVESTMENT REPORTS CH 783/95	19992000	53,330	53,330		53,330	-
161 INVESTMENT REPORTS CH 783/95	19981999	4,202	4,202		4,202	-
161 INVESTMENT REPORTS CH 783/95	19971998	18,778	18,778		18,778	-
161 INVESTMENT REPORTS CH 783/95	19961997	14,958	2,048		2,048	-
<b>INVESTMENT REPORTS CH 783/95 Total</b>		<b>285,599</b>	<b>272,689</b>	<b>-</b>	<b>167,269</b>	<b>105,420</b>
167 DOM VIOL ARREST POL CH246/95	20102011	53,821	53,821		-	53,821
167 DOM VIOL ARREST POL CH246/95	20092010	58,221	58,221	23,940	58,221	-
167 DOM VIOL ARREST POL CH246/95	20082009	20,213	20,213		20,213	-
167 DOM VIOL ARREST POL CH246/95	20072008	29,632	29,632		29,632	-
167 DOM VIOL ARREST POL CH246/95	20062007	26,312	26,312		26,312	-
167 DOM VIOL ARREST POL CH246/95	20052006	9,386	9,386		9,386	-
167 DOM VIOL ARREST POL CH246/95	20042005	35,699	35,699		35,699	-
167 DOM VIOL ARREST POL CH246/95	20032004	25,543	25,543		-	25,543
167 DOM VIOL ARREST POL CH246/95	20022003	38,210	38,210		15	38,195
167 DOM VIOL ARREST POL CH246/95	20012002	87,543	87,543		68,161	19,382
167 DOM VIOL ARREST POL CH246/95	20002001	85,201	85,201		85,201	-
167 DOM VIOL ARREST POL CH246/95	19992000	62,634	62,634		62,634	-
167 DOM VIOL ARREST POL CH246/95	19981999	52,195	52,195		52,195	-
167 DOM VIOL ARREST POL CH246/95	19971998	61,700	61,700		61,700	-
167 DOM VIOL ARREST POL CH246/95	19961997	74,686	74,686		74,686	-
<b>DOM VIOL ARREST POL CH246/95 Total</b>		<b>720,996</b>	<b>720,996</b>	<b>23,940</b>	<b>584,055</b>	<b>136,941</b>
175 SEX VIOL. PREDATORS CH 762/95	20102011	284,222	284,222		-	284,222
175 SEX VIOL. PREDATORS CH 762/95	20092010	234,307	234,307		234,307	-
175 SEX VIOL. PREDATORS CH 762/95	20082009	68,623	68,623	113,962	113,962	-
175 SEX VIOL. PREDATORS CH 762/95	20072008	216,914	216,914		216,914	-
175 SEX VIOL. PREDATORS CH 762/95	20062007	228,495	228,495		313,638	-
175 SEX VIOL. PREDATORS CH 762/95	20052006	392,047	392,047		392,047	-
175 SEX VIOL. PREDATORS CH 762/95	20042005	218,733	218,733		218,733	-
175 SEX VIOL. PREDATORS CH 762/95	20032004	181,751	181,751		y	181,751
175 SEX VIOL. PREDATORS CH 762/95	20022003	221,829	221,829		-	221,829
175 SEX VIOL. PREDATORS CH 762/95	20012002	88,128	88,128		-	88,128
175 SEX VIOL. PREDATORS CH 762/95	20002001	117,239	117,239		117,239	-
175 SEX VIOL. PREDATORS CH 762/95	19992000	24,109	24,109		24,109	-
175 SEX VIOL. PREDATORS CH 762/95	19981999	129,634	129,634		129,634	-
175 SEX VIOL. PREDATORS CH 762/95	19971998	106,385	106,385		106,385	-
175 SEX VIOL. PREDATORS CH 762/95	19961997	87,493	87,493		87,493	-
<b>SEX VIOL. PREDATORS CH 762/95 Total</b>		<b>2,599,909</b>	<b>2,599,909</b>	<b>113,962</b>	<b>1,954,461</b>	<b>775,930</b>
177 DOM VIOL TREAT CH 183/92	20102011	14,284	14,284		-	14,284



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177 DOM VIOL TREAT CH 183/92	20092010	14,945	14,945		14,945	-
177 DOM VIOL TREAT CH 183/92	20082009	20,422	20,290		20,290	-
177 DOM VIOL TREAT CH 183/92	20072008	14,548	14,548		14,548	-
177 DOM VIOL TREAT CH 183/92	20062007	14,055	14,055		14,055	-
177 DOM VIOL TREAT CH 183/92	20052006	15,135	15,135		15,135	-
177 DOM VIOL TREAT CH 183/92	20042005	13,504	13,504		15,094	-
177 DOM VIOL TREAT CH 183/92	20032004	18,868	18,868		-	18,868
177 DOM VIOL TREAT CH 183/92	20022003	11,746	11,746		-	11,746
<b>DOM VIOL TREAT CH 183/92 Total</b>		<b>137,507</b>	<b>137,375</b>	<b>-</b>	<b>94,067</b>	<b>44,898</b>
180 SIDS TRAINING FOR FIREFIGHTERS	20022003	-	-		-	-
180 SIDS TRAINING FOR FIREFIGHTERS	20012002	1,689	1,689		-	1,689
180 SIDS TRAINING FOR FIREFIGHTERS	19992000	359	359		359	-
180 SIDS TRAINING FOR FIREFIGHTERS	19981999	888	888		888	-
180 SIDS TRAINING FOR FIREFIGHTERS	19971998	725	725		725	-
180 SIDS TRAINING FOR FIREFIGHTERS	19961997	788	788		788	-
<b>SIDS TRAINING FOR FIREFIGHTERS Total</b>		<b>4,449</b>	<b>4,449</b>	<b>-</b>	<b>2,760</b>	<b>1,689</b>
187 P. O. PROC BILL OF RIGHTS-LOC	20102011	29,481	29,481		-	29,481
187 P. O. PROC BILL OF RIGHTS-LOC	20092010	28,697	28,697		-	28,697
187 P. O. PROC BILL OF RIGHTS-LOC	20082009	30,689	30,689		-	30,689
187 P. O. PROC BILL OF RIGHTS-LOC	20072008	30,966	30,966		-	30,966
187 P. O. PROC BILL OF RIGHTS-LOC	20062007	42,729	42,729		29,761	12,968
187 P. O. PROC BILL OF RIGHTS-LOC	20052006	68,843	68,843		50,290	18,553
187 P. O. PROC BILL OF RIGHTS-LOC	20042005	105,661	105,661		-	105,661
187 P. O. PROC BILL OF RIGHTS-LOC	20032004	120,810	120,810		-	120,810
187 P. O. PROC BILL OF RIGHTS-LOC	20022003	143,724	143,724		1	143,723
187 P. O. PROC BILL OF RIGHTS-LOC	20012002	72,519	72,519		-	72,519
187 P. O. PROC BILL OF RIGHTS-LOC	20002001	44,976	44,976		14,669	30,307
187 P. O. PROC BILL OF RIGHTS-LOC	19992000	45,896	45,896		19,236	26,660
187 P. O. PROC BILL OF RIGHTS-LOC	19981999	46,433	46,433		19,461	26,972
187 P. O. PROC BILL OF RIGHTS-LOC	19971998	12,530	12,530		5,251	7,279
187 P. O. PROC BILL OF RIGHTS-LOC	19961997	68,845	68,845		28,854	39,991
<b>P. O. PROC BILL OF RIGHTS-LOC Total</b>		<b>892,799</b>	<b>892,799</b>	<b>-</b>	<b>167,523</b>	<b>725,276</b>
191 SEDP O/S MEN HTH SERV CH654/96	20052006	51,175	51,175		51,175	-
191 SEDP O/S MEN HTH SERV CH654/96	20042005	11,890	11,890		11,890	-
191 SEDP O/S MEN HTH SERV CH654/96	20032004	-	-		-	-
191 SEDP O/S MEN HTH SERV CH654/96	20022003	91,828	90,828		-	90,828
<b>SEDP O/S MEN HTH SERV CH654/96 Total</b>		<b>154,893</b>	<b>153,893</b>	<b>-</b>	<b>63,065</b>	<b>90,828</b>
197 HEALTH BEN SUR LOCAL CH1120/96	20102011	4,080	4,080		-	4,080
197 HEALTH BEN SUR LOCAL CH1120/96	20092010	3,807	3,807		3,807	-
197 HEALTH BEN SUR LOCAL CH1120/96	20082009	3,304	3,304		3,304	-
197 HEALTH BEN SUR LOCAL CH1120/96	20072008	3,304	3,304		3,304	-
197 HEALTH BEN SUR LOCAL CH1120/96	20062007	3,101	3,101		4,199	-
197 HEALTH BEN SUR LOCAL CH1120/96	20052006	3,518	3,518		3,518	-
197 HEALTH BEN SUR LOCAL CH1120/96	20042005	3,212	2,891		2,891	-
197 HEALTH BEN SUR LOCAL CH1120/96	20002001	1,859	1,859		1,859	-
197 HEALTH BEN SUR LOCAL CH1120/96	19992000	1,660	1,660		1,660	-
197 HEALTH BEN SUR LOCAL CH1120/96	19981999	2,060	2,060		2,060	-
197 HEALTH BEN SUR LOCAL CH1120/96	19971998	1,402	1,402		1,402	-
<b>HEALTH BEN SUR LOCAL CH1120/96 Total</b>		<b>31,307</b>	<b>30,986</b>	<b>-</b>	<b>28,004</b>	<b>4,080</b>
200 NOT GUIL INSANITY II CH1114/79	20092010	8,664	8,664		-	8,664
200 NOT GUIL INSANITY II CH1114/79	20082009	106,231	106,231		-	106,231
200 NOT GUIL INSANITY II CH1114/79	20072008	142,140	137,560		-	137,560
200 NOT GUIL INSANITY II CH1114/79	20062007	198,959	198,959		201,253	-
200 NOT GUIL INSANITY II CH1114/79	20052006	268,337	268,337		268,337	-
200 NOT GUIL INSANITY II CH1114/79	20042005	62,150	62,150		155,496	-
200 NOT GUIL INSANITY II CH1114/79	20032004	136,029	136,029		-	136,029
200 NOT GUIL INSANITY II CH1114/79	20022003	63,879	63,879		-	63,879
200 NOT GUIL INSANITY II CH1114/79	20012002	79,033	79,033		28,477	50,556
200 NOT GUIL INSANITY II CH1114/79	20002001	90,226	90,226		90,226	-
200 NOT GUIL INSANITY II CH1114/79	19992000	53,357	53,357		53,357	-
<b>NOT GUIL INSANITY II CH1114/79 Total</b>		<b>1,209,005</b>	<b>1,204,425</b>	<b>-</b>	<b>797,146</b>	<b>502,919</b>
202 OPEN MEETING II LOCAL CH641/86	20012002	-	-		11,451	-

STATE CONTROLLER'S OFFICE  
DAR - LOCAL REIMBURSEMENT SECTION  
ANALYSIS OF ALL CLAIMS FILED BY COUNTY OF SONOMA  
FOR FISCAL YEARS 1996/1997 THROUGH 2010-2011  
AS OF June 30, 2012

PROGRAM NAME	FISCAL YEAR	CLAIMED AMOUNT	APPROVED AMOUNT	AMENDED AMOUNT	PAYMENT AMOUNT	BALANCE DUE FROM STATE
202 OPEN MEETING II LOCAL CH641/86	20002001	110,857	96,268		96,268	-
202 OPEN MEETING II LOCAL CH641/86	19992000	108,780	93,451		93,451	-
202 OPEN MEETING II LOCAL CH641/86	19981999	100,043	82,608		82,608	-
202 OPEN MEETING II LOCAL CH641/86	19971998	98,916	71,599		71,599	-
<b>OPEN MEETING II LOCAL CH641/86 Total</b>		<b>418,596</b>	<b>343,926</b>	-	<b>355,377</b>	-
203 MDO EXTEN COMM PROC CH435/91	20092010	9,117	9,117		-	9,117
203 MDO EXTEN COMM PROC CH435/91	20082009	68,162	68,162		-	68,162
203 MDO EXTEN COMM PROC CH435/91	20072008	127,000	127,000		-	127,000
203 MDO EXTEN COMM PROC CH435/91	20062007	134,922	134,713		132,837	1,876
203 MDO EXTEN COMM PROC CH435/91	20052006	55,359	55,359		55,359	-
203 MDO EXTEN COMM PROC CH435/91	20042005	26,269	26,269		26,269	-
203 MDO EXTEN COMM PROC CH435/91	20032004	9,545	9,545		-	9,545
203 MDO EXTEN COMM PROC CH435/91	20022003	9,545	9,545		-	9,545
203 MDO EXTEN COMM PROC CH435/91	20012002	57,960	57,960		-	57,960
203 MDO EXTEN COMM PROC CH435/91	20002001	29,101	29,101		29,101	-
203 MDO EXTEN COMM PROC CH435/91	19992000	2,605	2,605		2,605	-
203 MDO EXTEN COMM PROC CH435/91	19981999	38,984	38,984		38,984	-
<b>MDO EXTEN COMM PROC CH435/91 Total</b>		<b>568,569</b>	<b>568,360</b>	-	<b>285,155</b>	<b>283,205</b>
204 EXTEND COMM YOUTHOUTH CH546/84	20002001	9,632	9,632		9,632	-
<b>EXTEND COMM YOUTHOUTH CH546/84 Total</b>		<b>9,632</b>	<b>9,632</b>	-	<b>9,632</b>	-
205 ELDER ABUSE LAW ENFTRNCH444/97	19981999	2,052	2,052		2,052	-
<b>ELDER ABUSE LAW ENFTRNCH444/97 Total</b>		<b>2,052</b>	<b>2,052</b>	-	<b>2,052</b>	-
207 CO TREAS OSIGHT COM LOC 156/96	20022003	29,344	29,344		-	29,344
207 CO TREAS OSIGHT COM LOC 156/96	20012002	16,226	16,226		-	16,226
207 CO TREAS OSIGHT COM LOC 156/96	20002001	15,716	15,716		15,716	-
207 CO TREAS OSIGHT COM LOC 156/96	19992000	15,224	15,224		15,224	-
207 CO TREAS OSIGHT COM LOC 156/96	19981999	14,484	14,484		14,484	-
207 CO TREAS OSIGHT COM LOC 156/96	19971998	14,237	14,237		14,237	-
207 CO TREAS OSIGHT COM LOC 156/96	19961997	1,089	1,089		1,089	-
<b>CO TREAS OSIGHT COM LOC 156/96 Total</b>		<b>106,320</b>	<b>106,320</b>	-	<b>60,750</b>	<b>45,570</b>
213 ANIMAL ADOPTION CH 752/98	20082009	194,203	194,131		-	194,131
213 ANIMAL ADOPTION CH 752/98	20072008	187,731	187,731		-	187,731
213 ANIMAL ADOPTION CH 752/98	20062007	174,630	174,630		174,630	-
213 ANIMAL ADOPTION CH 752/98	20052006	142,820	142,820		142,820	-
213 ANIMAL ADOPTION CH 752/98	20042005	131,459	131,459		164,074	-
213 ANIMAL ADOPTION CH 752/98	20022003	40,920	40,920		-	40,920
213 ANIMAL ADOPTION CH 752/98	20012002	53,759	53,759		-	53,759
213 ANIMAL ADOPTION CH 752/98	20002001	27,937	27,937		27,937	-
213 ANIMAL ADOPTION CH 752/98	19992000	28,604	28,604		28,604	-
<b>ANIMAL ADOPTION CH 752/98 Total</b>		<b>982,063</b>	<b>981,991</b>	-	<b>538,065</b>	<b>476,541</b>
217 SEX OFF-DIS BY LEO CH908/96-LO	20022003	3,207	3,207		-	3,207
217 SEX OFF-DIS BY LEO CH908/96-LO	20012002	3,492	3,492		-	3,492
217 SEX OFF-DIS BY LEO CH908/96-LO	20002001	5,347	5,347		5,347	-
217 SEX OFF-DIS BY LEO CH908/96-LO	19992000	3,358	3,358		3,358	-
217 SEX OFF-DIS BY LEO CH908/96-LO	19981999	731	731		731	-
217 SEX OFF-DIS BY LEO CH908/96-LO	19971998	1,508	1,508		1,508	-
217 SEX OFF-DIS BY LEO CH908/96-LO	19961997	4,428	4,428		4,428	-
<b>SEX OFF-DIS BY LEO CH908/96-LO Total</b>		<b>22,071</b>	<b>22,071</b>	-	<b>15,372</b>	<b>6,699</b>
219 OPEN MTG-BROWN ACT CH641/86-L	20102011	132,258	132,258		-	132,258
219 OPEN MTG-BROWN ACT FILED FY 10-11	20092010	132,993	132,993		-	132,993
219 OPEN MTG-BROWN ACT FILED FY 09-10	20082009	120,800	120,800		-	120,800
219 OPEN MTG-BROWN ACT FILED FY 09-10	20072008	122,838	122,838		-	122,838
219 OPEN MTG-BROWN ACT FILED FY 09-10	20062007	122,737	122,737		-	122,737
219 OPEN MTG-BROWN ACT FILED FY 09-10	20052006	121,680	121,680		-	121,680
219 OPEN MTG-BROWN ACT CH641/86-L	20042005	136,415	136,415		136,415	-
219 OPEN MTG-BROWN ACT CH641/86-L	20032004	114,720	114,720		-	114,720
219 OPEN MTG-BROWN ACT CH641/86-L	20022003	124,841	111,534		18,921	92,613
219 OPEN MTG-BROWN ACT CH641/86-L	20012002	106,158	106,012		-	94,561
<b>OPEN MTG-BROWN ACT Total</b>		<b>1,235,440</b>	<b>1,221,987</b>	-	<b>155,336</b>	<b>1,055,200</b>
220 SEX CRIME CONFIDENT CH 502/92	20022003	14,895	14,895		-	14,895
<b>SEX CRIME CONFIDENT CH 502/92 Total</b>		<b>14,895</b>	<b>14,895</b>	-	-	<b>14,895</b>
222 PRESIDENTIAL PRIMARIES CH18/99	19992000	90,370	90,370		90,370	-

STATE CONTROLLER'S OFFICE  
DAR - LOCAL REIMBURSEMENT SECTION  
ANALYSIS OF ALL CLAIMS FILED BY COUNTY OF SONOMA  
FOR FISCAL YEARS 1996/1997 THROUGH 2010-2011  
AS OF June 30, 2012

PROGRAM NAME	FISCAL YEAR	CLAIMED AMOUNT	APPROVED AMOUNT	AMENDED AMOUNT	PAYMENT AMOUNT	BALANCE DUE FROM STATE
<b>PRESIDENTIAL PRIMARIES CH18/99 Total</b>		<b>90,370</b>	<b>90,370</b>	-	<b>90,370</b>	-
227 GRAND JURY PROC CH 1170/96 (L)	20042005	13,107	13,107		13,107	-
227 GRAND JURY PROC CH 1170/96 (L)	20032004	17,580	17,580		-	17,580
227 GRAND JURY PROC CH 1170/96 (L)	20022003	20,789	20,789		-	20,789
227 GRAND JURY PROC CH 1170/96 (L)	20012002	4,951	4,907		-	4,907
227 GRAND JURY PROC CH 1170/96 (L)	20002001	3,622	3,589		3,589	-
227 GRAND JURY PROC CH 1170/96 (L)	19992000	1,903	1,880		1,880	-
227 GRAND JURY PROC CH 1170/96 (L)	19981999	3,125	3,092		3,092	-
<b>GRAND JURY PROC CH 1170/96 (L) Total</b>		<b>65,077</b>	<b>64,944</b>	-	<b>21,668</b>	<b>43,276</b>
246 ADMIN LICENSE SUSPENSION	20102011	1,741	1,741			1,741
246 ADMIN LICENSE SUSPENSION	20072008	2,461	2,461		2,461	-
246 ADMIN LICENSE SUSPENSION	20062007	1,795	1,795		2,479	-
246 ADMIN LICENSE SUSPENSION	20052006	3,099	3,099		3,099	-
246 ADMIN LICENSE SUSPENSION	20042005	936	-		-	-
<b>ADMIN LICENSE SUSPENSION Total</b>		<b>10,032</b>	<b>9,096</b>	-	<b>8,039</b>	<b>1,741</b>
273 HDS, HDSII AND SED	20102011	1,443,554	1,443,554			1,443,554
273 HDS, HDSII AND SED	20092010	3,216,847	3,216,847			3,216,847
273 HDS, HDSII AND SED	20082009	1,691,200	1,691,200	3,197,549	-	3,197,549
273 HDS, HDSII AND SED	20072008	801,254	442,566		-	442,566
<b>HDS, HDSII AND SED Total</b>		<b>7,152,855</b>	<b>6,794,167</b>	<b>3,197,549</b>	-	<b>8,300,516</b>
274 DOM VIOL ARRESTS AND VICTIM	20102011	7,399	7,399		-	7,399
274 DOM VIOL ARRESTS AND VICTIM	20092010	8,285	8,285		8,285	-
274 DOM VIOL ARRESTS AND VICTIM	20082009	8,308	8,308		8,308	-
274 DOM VIOL ARRESTS AND VICTIM	20072008	8,099	8,099		8,099	-
274 DOM VIOL ARRESTS AND VICTIM	20062007	9,136	9,136		9,136	-
274 DOM VIOL ARRESTS AND VICTIM	20052006	8,443	7,599		7,599	-
274 DOM VIOL ARRESTS AND VICTIM	20042005	9,180	8,262		8,262	-
274 DOM VIOL ARRESTS AND VICTIM	20032004	8,902	8,012		8,012	-
274 DOM VIOL ARRESTS AND VICTIM	20022003	7,627	6,864		6,864	-
274 DOM VIOL ARRESTS AND VICTIM	20012002	7,856	7,070		7,070	-
274 DOM VIOL ARRESTS AND VICTIM	20002001	8,304	7,474		7,474	-
274 DOM VIOL ARRESTS AND VICTIM	19992000	6,785	6,107		6,107	-
274 DOM VIOL ARRESTS AND VICTIM	19981999	3,149	2,834		2,834	-
<b>DOM VIOL ARRESTS AND VICTIM Total</b>		<b>101,473</b>	<b>95,449</b>	-	<b>88,050</b>	<b>7,399</b>
282 RACIAL PROFILING: LE TRAINING	20032004	38,223	34,401		-	34,401
<b>RACIAL PROFILING: LE TRAINING Total</b>		<b>38,223</b>	<b>34,401</b>	-	-	<b>34,401</b>
285 LOCAL REC AREAS: BACKGD SCRENG	20072008	1,376	1,376		-	1,376
285 LOCAL REC AREAS: BACKGD SCRENG	20062007	1,056	1,056		-	1,056
285 LOCAL REC AREAS: BACKGD SCRENG	20052006	1,120	1,120		-	1,120
285 LOCAL REC AREAS: BACKGD SCRENG	20042005	1,504	1,504		-	1,504
285 LOCAL REC AREAS: BACKGD SCRENG	20032004	1,664	1,664		-	1,664
285 LOCAL REC AREAS: BACKGD SCRENG	20022003	4,352	4,352		-	4,352
<b>LOCAL REC AREAS: BACKGD SCRENG Total</b>		<b>11,072</b>	<b>11,072</b>	-	-	<b>11,072</b>
298 LOCAL GOVT EMPLOYEE RELATIONS	20092010	1,018	1,018		-	1,018
298 LOCAL GOVT EMPLOYEE RELATIONS	20072008	40,169	40,169		-	40,169
298 LOCAL GOVT EMPLOYEE RELATIONS	20062007	34,076	34,076		-	34,076
298 LOCAL GOVT EMPLOYEE RELATIONS	20052006	3,788	3,788		-	3,788
<b>LOCAL GOVT EMPLOYEE RELATIONS Total</b>		<b>79,051</b>	<b>79,051</b>	-	-	<b>79,051</b>
310 CRIME STATISTICS REPORTS FOR DOJ	20102011	215,616	215,616	205,616	-	205,616
310 CRIME STATISTICS REPORTS FOR DOJ	20092010	14,320	14,320	262,982	-	262,982
310 CRIME STATISTICS REPORTS FOR DOJ	20082009	4,281	4,281	79,837	-	79,837
310 CRIME STATISTICS REPORTS FOR DOJ	20072008	6,061	6,061	89,295	-	89,295
310 CRIME STATISTICS REPORTS FOR DOJ	20062007	5,124	5,124	79,397	-	79,397
310 CRIME STATISTICS REPORTS FOR DOJ	20052006	5,700	5,700	84,692	-	84,692
310 CRIME STATISTICS REPORTS FOR DOJ	20042005	5,335	5,335	78,563	-	78,563
310 CRIME STATISTICS REPORTS FOR DOJ	20032004	2,334	2,334	34,306	-	34,306
<b>CRIME STATISTICS REPORTS FOR DOJ Total</b>		<b>258,771</b>	<b>258,771</b>	<b>914,688</b>	-	<b>914,688</b>
323 MODIFIED PRIMARY ELECTION	20092010	34,240	34,240		-	34,240
323 MODIFIED PRIMARY ELECTION	2007/2008	25,703	25,703		-	25,703
323 MODIFIED PRIMARY ELECTION	2005/2006	38,103	38,103		-	38,103
323 MODIFIED PRIMARY ELECTION	2003/2004	27,908	27,908		-	27,908
<b>MODIFIED PRIMARY ELECTION</b>		<b>125,954</b>	<b>125,954</b>	-	-	<b>125,954</b>

Attachment C - State Mandates

STATE CONTROLLER'S OFFICE  
 DAR - LOCAL REIMBURSEMENT SECTION  
 ANALYSIS OF ALL CLAIMS FILED BY COUNTY OF SONOMA  
 FOR FISCAL YEARS 1996/1997 THROUGH 2010-2011  
 AS OF June 30, 2012

PROGRAM NAME	FISCAL YEAR	CLAIMED AMOUNT	APPROVED AMOUNT	AMENDED AMOUNT	PAYMENT AMOUNT	BALANCE DUE FROM STATE
324 PERMADENT ABSENTEE VOTERS II	2010/2011	60,110	60,110			60,110
<b>PERMADENT ABSENTEE VOTERS II</b>		<b>60,110</b>	<b>60,110</b>	-	-	<b>60,110</b>
<b>Grand Total</b>		<b>33,974,745</b>	<b>33,041,265</b>	<b>4,607,695</b>	<b>16,594,787</b>	<b>20,072,482</b>



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 26  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator's office

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Chris Thomas 565-3781

**Title:** Actuary Contract for Review of Pension Related Changes

### **Recommended Actions:**

Authorize the Chair to execute a professional services agreement with Bartel Associates to provide actuary review of proposed pension related changes for the period of October 16, 2012 through June 30, 2013, in amount not to exceed \$80,000.

### **Executive Summary:**

On August 14, 2012, the Board adopted a resolution of intent to change pensionable compensation and benefits provided to employees under the Salary Resolution and to the Board of Supervisors under various ordinances. Subsequently, the Governor signed the Public Employee Pension Reform Act into law on September 12, 2012 which also makes changes to pensionable compensation and benefits effective January 1, 2013. State law requires that an actuary review be conducted and a statement of the impacts of proposed changes to pensionable compensation and benefits on retirement costs be presented in a public meeting at least two weeks before the Board takes action to make the changes. This item requests that the Board enter into a contract with Bartel Associates to conduct that review.

In order to meet the tight timeline before state law required changes are due, the scope of work in the contract is divided into 2 deliverables. The first is the statement of impacts from the new state law, known as the Public Employee Pension Reform Act that will become effective January 1, 2013. This deliverable is due in time for the Board meeting of December 11, 2012 and will incorporate rates identified by the system's current actuary and as approved by the Sonoma County Employees Retirement Association Board at their meeting of November 26, 2012.

The second deliverable includes not only the study of additional changes to go into effect at the end of March

2013 for General retirement members and at the end of September 2013 for Safety retirement members, but also projections of the total annual cost savings of these changes in FY 23-24, the cumulative savings over the next 20 years of all of these changes, and an accounting of what employees have contributed toward the retroactive costs of the enhanced benefit formulas that were enacted in 2002 through 2004. This second deliverable will be due January 28, 2013 and will be used to evaluate progress toward the goals the Board has set for pension reform.

Bartel Associates was selected through a request for proposal process that was initiated in August after the Board adopted the resolution of intent and modified to include the coming changes per the new state law. Two firms responded with proposals on the due date of October 3, 2012, Bartel Associates and Roeder Financials. Both firms are well respected and offered responsive proposals. Rick Roeder, the principal for Roeder Financials, was the Sonoma County Employee Retirement Association system actuary for many years into the mid 2000's and offered lower hourly billing rates than the principal actuaries for Bartel Associates but no not to exceed limit. Some of Bartel Associates staff bill at lower rates than the principal actuary rate for Roeder Financials but it is not yet clear how much time each staff member may be required for this engagement.

The cost of the contract is for a not to exceed amount of \$80,000 and the term is through June 30, 2013, in the event that the Board wishes to engage the actuary for follow up questions or other consultation after receiving the results of the analysis.

**Prior Board Actions:**

08/12 - Board approved resolution of intent to make changes to pensionable compensation and benefits.

**Strategic Plan Alignment:** Goal 3: Invest in the Future

This contract supports the Board's goals with respect to pension reform in order to provide for improved fiscal responsibility, efficiency and accountability for the County of Sonoma

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 80,000	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 80,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The cost of the proposed contracts was included in the approved FY12-13 Employee Benefits budget.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

n/a

**Attachments:**

Proposed Professional Services Agreement between County of Sonoma and Bartel Associates.

**Related Items "On File" with the Clerk of the Board:**

## AGREEMENT FOR PROFESSIONAL ACTUARIAL SERVICES

This agreement ("Agreement"), dated as of October 16, 2012 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Bartel Associates (hereinafter "Consultant").

### RECITALS

WHEREAS, Consultant represents that it is a duly qualified purveyor of actuarial services, experienced in the preparation of actuarial reviews and analyses of public pension systems and benefits and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for a Government Code Section 7507 review of certain proposed pension related changes and analysis of certain costs and contributions in County's public retirement system for the last several years.

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

### AGREEMENT

#### 1. Scope of Services.

##### 1.1 Consultant's Specified Services

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and 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.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County 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 4; or (d) pursue any and all other remedies at law or in equity.



#### 1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, 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 County.

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 County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County 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 County.

With respect to performance under this Agreement, Consultant shall employ the following key personnel: John E. Bartel, Doug Pryor, Marilyn Oliver, Bianca Lin, Joseph R. D'Onofrio, Deanna Van Valer, Cathy Wandro, Mary Elizabeth Redding, and Tak Frazita.

c. 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.

#### 2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid on an hourly rate for time and material/expense basis in accordance with the rates set forth below, provided, however, that total payments to Consultant shall not exceed \$80,000, without the prior written approval of County.

John E Bartel - \$300  
Marilyn Oliver - \$250  
Assistant Vice Presidents - \$200  
Senior Actuarial Analyst - \$150  
Actuarial Analyst - \$125  
Administrative Support - \$75

Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the County Administrator. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s) and; (iii) the hourly rate or rates of the persons performing the task(s). No other expenses are authorized and shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from October 16, 2012 to June 30, 2013 unless terminated earlier in accordance with the provisions of Article 4 below.

#### 4. Termination.

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

4.2 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, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 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 County all materials and work product subject to Section 9.11

4.4 Payment Upon Termination. Upon termination of this Agreement by County, 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 which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the County Administrator, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its 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 Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which 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 Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. 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 B, which is attached hereto and incorporated herein by this reference.
7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. 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.
8. Extra or Changed Work. 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 Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order 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 the County.
9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 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 County and is not entitled to participate in any

pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is 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. If the Consultant becomes debarred, consultant has the obligation to inform the County.

9.4 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 County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant 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 County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 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 requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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.

9.8 Nondiscrimination. Without limiting any other provision hereunder, 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, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of

the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County 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 County 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 County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. 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 County.

9.11 Ownership and Disclosure of Work Product. All final reports, ("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 County. County 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 County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County 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 County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. 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 limits County's right to terminate this Agreement pursuant to Article 4.
11. Assignment and Delegation. 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.
12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Chris Thomas  
County Administrator's Office  
575 Administration Drive  
Santa Rosa, CA 95403

TO: CONSULTANT:

Marilyn Oliver  
Bartel Associates, LLC  
411 Borel Avenue, Suite 101  
San Mateo, CA 94402

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 facsimile or email, 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 promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email 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 paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this

Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 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 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. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 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.

13.4 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.

13.5 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 the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 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.

13.7 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.

13.8 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.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONSULTANT: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY: COUNTY OF SONOMA

By: \_\_\_\_\_ Chair Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

Clerk of the Board of Supervisors

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

By: Department Head

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_ County Counsel

Date: \_\_\_\_\_



## **Exhibit A – Scope of Work**

The County requires the proposer to complete the actuarial work necessary to satisfy the requirements of Government Code Sections 7507, 23026, 31515.5 and 31516 with respect to the changes described below. The County will rely upon the proposer's experience and professional expertise to analyze and identify the impacts of any and all changes below as necessary to meet the requirements of the law, including providing the statement no later than December 10, 2012 for the first deliverable, January 28, 2013 for the second deliverable and to be present if required by law to provide information at the public meeting or meetings at which adoption of the changes shall be considered. Any elements of the proposed pension related changes that the proposer does not intend to include in the statement of impacts must be identified in writing in the final reports for each deliverable.

The County proposes to establish a new tier of pension benefits for all employees hired after January 1, 2013 who would be new members as defined in the state legislation known as the Public Employees Pension Reform Act (PEPRA) as signed into law by the Governor on September 12, 2012.

The applicable pension benefit formula changes for these new members of the retirement system will be as defined by the legislation with the Safety Option Plan Two to be the effective formula for safety members. All other provisions that affect new and current members shall apply and the evaluation of these changes and the statement as contemplated by Government Code Sections 7507, 23026, 31515.5 and 31516 shall be referred to as Deliverable 1 and are due to the County no later than December 10, 2012 except that this study does not ask for the evaluation of any changes in employee contribution levels from the levels in effect today as a part of Deliverable 1. The County's preference and Consultant's best efforts will be made to produce Deliverable 1 on or before December 6, 2012. These dates are based upon presentation to the County Board of Supervisors on December 11, 2012 and the use of certain contribution rates to be determined by the retirement system on November 26, 2012 for the work in both Deliverable 1 and 2.

Deliverable 2, due no later than January 28, 2013, shall take into account the following changes

The County further proposes to reduce pensionable compensation for all employees by the following actions effective on or about March 31, 2013 for general members and on or about September 30, 2013 for all safety members:

- a) Eliminate County contributions to deferred compensation plans.
- b) Eliminate annual sick leave conversion to cash provisions.
- c) Eliminate vacation and administrative leave cash-out provisions.
- d) Eliminate ability to accrue and cash out holiday compensatory time.
- e) Eliminate all floating holiday hours. (17 hours)
- f) Eliminate 5% pay increase for retiring department heads upon providing 12 month or more notice.
- g) Reduce some premium pays.

The County further proposes to reduce County pension costs by eliminate the County's paid portion of all employee's retirement share of pension costs. ("pension pick up").

Deliverable 2 shall not only include the evaluation and statement as contemplated by Government Code Sections 7507, 23026, 31515.5 and 31516 with respect to these changes but also the following separate reports:

- An estimate of total savings over 20 years and, separately, total per year at FY 23/24 of all changes in both state law and County's additional changes.
- An analysis of what the additional normal costs paid by employees as a result of settlement of a class action lawsuit have generated since the commencement of agreements in 2002-2004 to pay such costs and what changes might need to be made to ensure total retroactive cost for enhanced benefits granted in 2002-2004 is paid by employees.
- An analysis of the UAAL costs accumulated over the last decade to determine how much can be attributed to the granting of those enhanced benefit formulas.

## **Exhibit B - Insurance**

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.

### **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 Coverage:
  - Certificate of Insurance

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.

### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
- d. The County of Sonoma, 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.
- e. The insurance provided to County, et al. additional insureds shall apply on a primary and non-contributory basis with respect to 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 ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage 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. Coverage shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage:
  - i. Certificate of Insurance.

### **4. Professional Liability Insurance**

- a. Minimum Limit: \$1,000,000.
- b. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
- 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.

### **5. Standards for Insurance Companies**

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

### **6. Documentation**

- a. The Certificate of Insurance must include the following reference: Government Code 7507 Actuary Review for County of Sonoma.
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Coverage 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, Chris Thomas, County Administrator's Office, 575 Administration Drive, Santa Rosa, CA 95403.
- d. Required Evidence of Coverage 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. Consultant 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.

### **7. Policy Obligations**

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

**8. Material Breach**

If Consultant fails to maintain insurance coverage 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 Consultant resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 31 2:10 P.M.  
(This Section for use by Clerk of the Board Only.)

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

**To:** Board of Supervisors

**Board Agenda Date:** October 16, 2012

**Vote Requirement:** No Vote Required.

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

**Supervisory District(s):**

Thomas F. O'Kane, Jr. (707) 565-3585

First

**Title:** Watmaugh Bridge Draft EIR

### **Recommended Actions:**

Conduct a public hearing on Watmaugh Bridge Draft EIR.

### **Executive Summary:**

Watmaugh Bridge is located on Watmaugh Road over Sonoma Creek between Arnold Drive and Highway 12. The project site is designated as a Scenic Landscape Unit in the Sonoma County 2020 General Plan Open Space and Resource Conservation Element. The Sonoma County Official Zoning Database, places the bridge into two combining districts: the bridge in the Historic District (HD) and Sonoma Creek in the F2 Floodplain. The bridge is eligible for the state historic register but is not eligible for the national register. The bridge is in poor condition, earning a sufficiency rating of only 4 out of 100 in the annual safety inspections done by the state. The Transportation and Public Works Department (TPW) proposes to preserve the pony trusses of the existing bridge and attach them to a new bridge built on the same alignment as the existing bridge. Alternately a new bridge can be built downstream and leave the existing bridge intact. There are local interest groups that want to preserve the bridge and will speak at the public hearing.

### **Hearing Purpose:**

The purpose of this hearing is to receive comments on the adequacy of the Draft Environmental Impact Report (EIR) for the Watmaugh Road Bridge Over Sonoma Creek Replacement Project. At the close of the public hearing, the Board of Supervisors should provide staff with comments or additional information for inclusion in the Final EIR. Additional comments in writing will be accepted until 5:00 p.m. on November 12, 2012. After the close of the comment period and public hearing, staff will prepare written responses to oral comments received at the hearing and written comments received prior to the close of the comment period. These responses will be included in the Final EIR. If new impacts are identified that are not considered in the Draft EIR, recirculation may be required. After preparation of the Final EIR, a hearing will be held on the merits of the proposed project. The Final EIR must be certified as adequate before a decision on the project is made, and the Board would make this determination at the hearing on the merits of the proposed project. Therefore, the focus of this hearing should be on the adequacy of the Draft EIR in disclosing impacts and identifying mitigation measures.

**Project Purpose:**

The purpose of the project is to provide a road crossing over Sonoma Creek that meets modern design standards and accommodates local and regional transportation needs. The existing pony truss bridge was constructed in 1929 and is approaching the end of its service life. Due to the age of the bridge, and channel changes since original bridge construction, the existing structure has a number of deficiencies. The proposed project would demolish the existing structure but retain the original truss to be added to the new structure. A new concrete box girder or slab bridge would be constructed in approximately the original alignment and the original trusses would be fixed to the new bridge as a non-structural element.

**Project Background:**

California has a statewide program to replace or retrofit bridges to comply with seismic safety standards. In the fall of 1998, Sonoma County staff presented a project to the Landmarks Commission to seismically retrofit the existing bridge. This project was terminated principally due to a finding that the foundations were inadequate and were undermined by scour in the creek. Other structural issues were later found and federal funding is currently unavailable to repair them. Due to the structural issues, the narrow inadequate bridge deck, poor alignment of the existing bridge, and the fact that only federal bridge replacement funding would be available for this structure, a new bridge replacement project was begun in 2010.

On May 9, 2010, County staff presented a project to remove and replace the bridge as an informational item at the Sonoma Library. In addition, the County's Landmarks Commission requested that County staff meet and discuss the plans during three of their regularly scheduled meetings; specifically: 1) September 7, 2010, 2) October 5, 2010, and 3) February 1, 2011. On June 7, 2011, staff brought an additional informational item that proposed a bypass bridge just downstream from the existing 1929 bridge. The plans presented at each of these meetings were met with opposition from the local public and members of the Commission. As a result of these meetings, the TPW has redesigned the project to include saving the existing trusses and attaching them to the new bridge structure. This concept, along with preserving the existing alignment, may reduce impacts to the existing Landmark status bridge, and would still meet the public transportation needs along Watmaugh Road, the principal objective of the proposed project. The Commission formally considered the project at their July 24, 2012 meeting and made a recommendation to the Board of Supervisors to deny the replacement project based on potential impacts to the historic resource and the Landmark Commission's conclusion that the project would conflict with the purposes of the HD zoning to preserve the historic character of the bridge. In addition, the Commission felt insufficient studies of alternatives had been undertaken. They further recommended that the alternative alignment not be considered due to similar impacts to the historic resource and that rehabilitation of the bridge be evaluated further. The role of the Landmarks Commission is to provide a recommendation of the proposed project to the Board and is described within the "Procedure for Landmarks Commission Review of Proposed Work on Historic Bridges." In accordance with those procedures, the Commission's recommendations and the response by TPW was submitted to the Board of Supervisors (BOS) on July 31, 2012, where the BOS approved a contract to complete an EIR and design of the project, including evaluation of alternatives.

**Project Description:**

The proposed bridge project would be located on Watmaugh Road where it crosses Sonoma Creek. The project would construct a replacement bridge within the approximate alignment of the existing bridge. The new bridge would be a two-span pre-stressed concrete box girder or concrete slab bridge that would be approximately 185 feet in length. The new bridge would support a 32-foot wide roadway, consisting of two 11-foot travel lanes and two 5-foot shoulders. The approach roadway width would also be widened to about 32 feet and taper until it conforms to the existing roadway at each end of the bridge.

To construct the new bridge, Cast in Drilled Hole (CIDH) concrete piers would be drilled into the banks of the creek at the location of the abutments and at the center pier, with the number and size of the CIDH piers to be determined prior to construction, based upon the results of a geotechnical report. Additional rock slope protection (RSP) may be included with

the proposed bridge replacement. Prior to removal of the existing bridge, a debris-catching platform would be constructed under the bridge. The platform would be supported by the existing structure over the water and would function to prevent concrete debris from falling into the creek during removal of the existing bridge deck. The project would be constructed within one spring-summer construction season, except tree removal may be conducted during the previous fall and winter to avoid the migratory bird nesting season.

The existing bridge would be closed to traffic during construction. Alternate routes are available within the vicinity of Watmaugh Road to both the north and south, via Leveroni Road and State Highway 12/121. The maximum detour length would be approximately 5 miles.

Only minor amounts of additional right-of-way would be required to construct the project and temporary construction easements may be necessary. Relocation of existing utilities may also be needed.

***Discussion of Issues:***

A Draft EIR has been prepared for this project. The Draft EIR analyzed, in detail, the following issue areas: Aesthetics, Cultural Resources, and Land Use and Planning. In addition, an Initial Study was prepared for the proposed project. This Initial Study identified and mitigated impacts in a number of issue areas, and these were not carried forward for further evaluation in the Draft EIR, but are summarized in the Draft EIR.

A public scoping meeting was held on August 7, 2012, at the Sonoma County offices of the Permit and Resource Management Department.

EIR's do not examine the merits of the project, but rather are informational documents utilized to identify potential significant environmental impacts that may result from a proposed project, ways to reduce or avoid the impacts, and assess alternatives. Therefore, the purpose of this meeting is to take testimony on whether the Draft EIR has:

1. Identified all potentially significant effects of the project on the physical environment;
2. Made a determination on the significance of the impact;
3. Assessed the extent to which the significant effects could be reduced or avoided; and
4. Identified and evaluated feasible alternatives to the project.

**Issue # 1 – Aesthetics**

The project site is designated as a Scenic Landscape Unit in the County General Plan. The scenic landscape unit element assists in identifying areas that require the maintenance of openness for visual relief from urban densities and development. The area around the bridge is characterized by riparian woodlands, dispersed residential uses, and vineyards. The proposed project's impact on aesthetics was assessed by applying the PRMD Visual Assessment Guidelines, which considers site sensitivity and visual dominance of the proposed project. Based on the Guidelines, the Draft EIR determined that the proposed project could result in a potentially significant impact without implementation of appropriate mitigation. The Draft EIR found the following potential impacts would be reduced to less than significant levels with implementation of the identified mitigation measures, as discussed below:

*Aesthetics Impact No. 1: The proposed bridge replacement would require the removal of existing mature trees that would temporarily leave open bare areas and therefore impact existing views from the roadway.*

*Aesthetics Mitigation Measure No. 1: The County will include the planting of native trees and shrubs, including native oaks, California bay, buckeye, and other native species within the public ROW along Watmaugh Road and Sonoma Creek that are compatible with existing riparian and upland setting. The plantings will be maintained for a minimum period of three years.*



*Aesthetics Impact No. 2: The proposed bridge replacement design includes the reuse of the trusses found on the existing bridge as project design feature on the proposed new bridge. While that is the case, the area of the project is currently a rural and agricultural setting and the replacement of the existing bridge with modern materials could adversely impact the feel and overall visual quality of the surrounding area.*

*Aesthetics Mitigation Measure No. 2: The proposed replacement bridge design shall include new period correct lattice rails, and the other visually prominent elements of the existing bridge shall be incorporated into the proposed bridge to the degree feasible without compromising the structural integrity of project. Where using existing bridge components would not be practical, new materials shall be treated to blend with reused bridge elements and the surrounding rural community.*

### **Issue # 2 – Cultural Resources**

The Draft EIR found that removal of the County designated Historical Landmark and a bridge that is eligible for inclusion on the California Register of Historical Resources, would result in a substantial adverse change to the bridge such that it would no longer be a significant historical resource, even with the proposed incorporation of elements of the existing bridge into the new bridge. The EIR included Cultural Resource Mitigation Measure C-1 below to reduce the impact; however, the Draft EIR found the impact to be significant and unavoidable even with mitigation.

*Cultural Resource Mitigation Measure – C-1: Prior to implementing the proposed project, TPW shall provide an evaluation of the Watmaugh Road Bridge that includes a final historical assessment and a photographic archive of the bridge. The evaluation shall address the bridge in the context of the structure including photo-documentation and additional historical research necessary to complete the State of California’s Department of Parks and Recreation 523 forms, which constitute official documentation of historical resources for the State Office of Historic Preservation. Copies of documentation shall be provided to the Northwest Information Center (NWIC) of the California Historical Resources Information System, including the History Annex of the Sonoma County Library.*

### **Issue # 3 – Land Use and Planning**

The Draft EIR found that the proposed project would have a significant unavoidable impact in the Land Use and Planning category. This determination was made because the removal of a County Landmark bridge would conflict with the purposes of the existing HD Zoning to preserve the historic character of the bridge, even with the proposed mitigation to retain the trusses, and would remove an important historic resource.

In general, the provisions of the Sonoma County Zoning Ordinance do not apply to public projects of the County, however, on July 28, 1981, under Resolution #69974, the Sonoma County Board of Supervisors designated the Watmaugh Road Bridge as Sonoma County Historic Landmark #103, and zoned the bridge with the Historic Combining District (HD).

The purpose of an HD District, as described in the Zoning Ordinance, is to protect those structures that serve as remainders of past eras, events or persons important in history, provide significant examples of architectural styles of the past, or are unique and irreplaceable assets to the county. The HD District accomplishes these protections by requiring that alterations or demolitions proposed to be made to a structure located within an HD District be reviewed for a recommendation to the Board of Supervisors by the Sonoma County Landmarks Commission.

The removal of the bridge as proposed by the project would cause a substantial adverse change to the bridge such that it would no longer be a significant historical resource, even with the proposed incorporation of elements of the existing bridge into the new bridge.

### ***Alternatives:***

#### **ALTERNATIVES CONSIDERED BUT REJECTED**

Other alternatives were considered for inclusion in this EIR, but were rejected because they would not meet most of the

project sponsor’s basic objectives, would not avoid or substantially lessen the potential impacts of the proposed project, and/or were considered infeasible. The following additional alternatives were considered and rejected, as described in detail below.

*A. Seismic Retrofit Existing Bridge to meet the No Collapse Criteria*

This alternative would include strengthening the existing bridge with structural steel, new isolation bearings, catcher blocks, seat extenders and other methods to meet a “no collapse” bridge standard. The isolator bearings would preserve most of the appearance of the existing bridge, while catcher blocks and seat extenders would require the ends of the trusses be covered with additional steel plates to strengthen them. This alternative would retain the existing bridge and minimize changes to the bridge appearance. Most of the retrofit work would occur on the underside of the bridge, which would not be visible to motorists. While this alternative would arguably address seismic safety concerns with the bridge, a seismic retrofit would not meet the other objectives of the proposed project to address structural deficiencies related to scour of the bridge foundation, increase load limits and shoulder widths, improve sight distance and road alignment; but would retain the existing historic bridge, reducing the significant and unavoidable impact to cultural resources.

In 2002, a seismic retrofit project was terminated in response to Caltrans finding that degradation of the creek had exposed the bridge foundations, classifying the bridge as scour critical, which is a condition that could result in structural failure during future high winter flows.

Due to the existing weight limitations on the bridge, the narrow curving lanes on the bridge deck, substandard sight distance across the bridge, and lack of shoulders, the bridge is currently rated by Federal Highways Administration (FHA) guidelines to be structurally deficient and functionally obsolete. The FHA guidelines assess various essential structural components of the bridge such as the deck geometry, load rating, flood, and scour risk, and overall structural condition. The seismic retrofit alternative would not meet the majority of the project objectives to address other structural and safety deficiencies noted above, and therefore, the retrofit alternative was determined infeasible and eliminated from further consideration in this EIR as not meeting the project objectives (see Table 1-a below).

**Table 1-a. Project Funding Options**

Project Option	Funding Criterion	Comment	Project History	Estimated Cost (in US Dollars)	Eligible for FHWA Funding?
<b>No Project (Alternative 1)</b>		Bridge will remain open until County or Caltrans deems unsafe to cross and then will be closed. This alternative would not meet the project objectives.	The sufficiency rating is currently 4/100 and has continued to decline over time.		

<b>Seismic Retrofit</b>	No Collapse Criteria.	This option will not meet any of the project objectives. Current seismic retrofit standards could not be met, but a seismic retrofit could be designed to meet the, “no collapse” criteria for a seismic retrofit only project. This option was determined infeasible because it would not meet the other safety related objectives of the project to eliminate other structural deficiencies, increase load limits, provide shoulder widths, and improve site distance and road alignment.	Seismic retrofit was proposed in 1998 but was terminated due to the number and severity of issues that exist with the current bridge.	1.9 Million	No
<b>Rehabilitation</b>	Must be able to achieve a Sufficiency rating (SR) $\geq$ 80 at completion of project in order to obtain funding.	Various options for rehabilitation of the bridge assessed by engineering staff resulted in an SR of 59.0 which is substantially below 80 and therefore a rehabilitation project was determined to be ineligible for federal funding. This alternative was therefore determined not feasible due to funding constraints.		6.1 million	No
<b>Replace Existing Bridge in Current Alignment (Proposed Project)</b>	Must be able to achieve SR $\geq$ 80 at completion of project in order to obtain funding.	Preliminary estimates for a bridge replacement in same location results in an SR of 94.5. This project is eligible for federal funding and is therefore determined a feasible alternative that meets the project objectives.	Replacement is the Caltrans recommended option per Caltrans Inspection Report dated 4/10/2002.	5.1 million	Yes

<b>Replace existing bridge downstream of current location (Alternative 2)</b>	Must be able to achieve $SR \geq 80$ at completion of project in order to obtain funding.	Would achieve a $SR^1 \geq 80$ and would be eligible for federal funding. This alternative is determined to be a feasible alternative that meets the project objectives.	See above.	5.01 million	Yes
<b>Replace Existing Bridge with Steel Arch Bridge</b>	Must be able to achieve $SR \geq 80$ at completion of project in order to obtain funding.	Would achieve a $SR^2 \geq 80$ and would be eligible for federal funding.		8-10 million with as 3-5 million share to be funded by the County	Yes

<sup>1</sup> The sufficiency rating is an overall “health” indicator developed by the Federal Highway Administration (FHWA). This number takes into consideration the load capacity of a bridge, the deck geometry, the approaches, the guardrails, and a number of other factors to determine the overall sufficiency of the structure.

*B. Construct a New Parallel Bridge Upstream, Existing Bridge to Remain in Place*

This alternative would construct a new 32-foot wide concrete bridge, consisting of two 11-foot travel lanes and two 5-foot shoulders. In order to avoid the existing bridge and provide adequate sight distance, the road approaches to the bridge would consist of long sweeping curves requiring acquisition of private residential land. The existing bridge would be closed to all traffic, including bikes and pedestrians, and would receive minimal maintenance to keep it intact as a County Landmark. Because the bridge does not qualify for the Federal Register of Historical Places, federal funding would not be available for maintenance activities. Once the bridge is replaced, maintenance funding would have to come from other funding sources.

While this alternative would meet all of the objectives of the proposed project and would avoid the need for removal of the historic bridge, it would require the acquisition of substantial right-of-way (ROW), the removal of two houses on the northwest side of the bridge, and an outbuilding on the northeast side of the bridge. In addition, this alignment shifts the road closer to a house on the northeast side of the bridge, likely resulting in an increase in noise levels. This alternative would also result in substantially greater impacts to riparian vegetation as compared to the proposed project. Since this alternative would require the removal of residences, result in elevated noise levels to a remaining residence, and require additional right-of-way, it was determined to have greater significant and unavoidable impacts on land use and noise than the proposed project. Because this alternative would not reduce significant impacts it was dropped from further consideration

Pursuant to Section 15126.6 of the State CEQA Guidelines, “An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. A “no project” alternative is required under CEQA. These alternatives to the project are described below.

**Alternative 1- No Project:**

The “no project” alternative is defined as “what would reasonably be expected to occur in the foreseeable future if the project were not approved” (State CEQA Guidelines, Section 15126[e][2]). Under the No Project Alternative, the existing bridge would not be replaced. The bridge would be maintained to allow for its continued use and would continue to be

seismically inadequate and subject to damage or collapse under strong seismic conditions. This alternative could expose people and property to risk of injury and may be considered a significant impact. In addition, since the current bridge is rated by Caltrans as Functionally Obsolete and designated as Scour Critical, at some point in the future, as the bridge continues to degrade or becomes a safety concern for motorists, the costs to maintain the bridge may become too great and require closure of the bridge permanently.

#### **Alternative 2 – Construction of Downstream Bridge Leaving Existing Bridge in Place:**

Under this alternative, the existing bridge would be left in place and public access to it may be considered. A new bridge for vehicle traffic would be constructed adjacent to and downstream of the existing bridge. The new bridge would be a two span pre-stressed concrete box girder or slab bridge that would be approximately 185 feet in length, and would support a 32 feet wide roadway, consisting of two 11-foot travel lanes and two 5-foot shoulders. The approach roadway width would also be widened to about 32 feet until it conforms to the existing roadway at each end of the bridge. A new roadway alignment would be required in order for the new bridge to connect with Watmaugh Road. Acquisition of neighboring private property would be necessary to accommodate the new alignment of the bypass bridge and associated approaches from Watmaugh Road. This alternative meets the objectives of the proposed project, and retains the existing County Landmark Bridge. Additional right-of-way would be required to the south to accommodate the new bridge but would not be expected to adversely affect building setbacks or minimum lot size requirements.

#### **Alternative 3 Rehabilitate the Existing Bridge**

This alternative would consist of replacing the existing concrete piers, adding structural steel over much of the existing steel lattice-work on the trusses, (essentially boxing in the trusses in new steel), strengthening the floor beams, replacing the existing bridge deck, rehabilitating the abutments, and repainting the structural steel. This alternative would address more of the existing structural and functional problems of the existing bridge when compared to the seismic retrofit, but would also result in major physical changes to the appearance of the historic bridge.

This alternative meets the majority of the objectives of the proposed project objectives (1, 2 and 5 listed above) and would retain the existing bridge trusses and other more minor elements of the existing bridge. In addition, to be eligible for funding by the Federal Highways Bridge Program, the bridge would need to meet a specific minimum sufficiency requirement. The Department of Transportation and Public Works engineering staff has evaluated multiple rehabilitation scenarios, but could not identify one that would be eligible for funding by Caltrans and the Federal Highways Administration through this Program (see Table 1.a.-above). Rehabilitation would strengthen the bridge deck, floor beams, trusses, and other components to meet legal load requirements. The bridge would also be supported on “rehabilitated” piers, abutments and other structural components. However, as discussed previously, none of the engineering options resulted in a high enough bridge rating (i.e., a sufficiency rating greater than 80) to be eligible for federal funds. As illustrated in Table 1.a. above, the maximum sufficiency rating attainable by engineering staff was 59.0, well below the required rating of 80 that is needed to meet the funding criteria.

The estimated construction cost of this alternative is approximately 5 million dollars. Due to the fact this Alternative would not meet funding criteria, this Alternative is considered to be infeasible. In addition, as mentioned previously, a rehabilitation project would result in major changes to the existing 1929 Landmark status bridge that would essentially be equal to the impacts from the proposed project, resulting in a substantial adverse impact to the historical significance of this resource. The rehabilitation project would not reduce the impacts on cultural resources to a level of insignificance.

#### **Alternative 4 Replace Existing Bridge with Steel Arch Bridge**

This alternative would construct a new bridge with design elements that would be integrated into the structure and function of the bridge. This bridge design would essentially have the same impacts as the proposed project except existing trusses would not be retained for reuse on the new bridge adding some additional impact to historic resources. This alternative would meet all of the objectives of the project but would not reduce any impacts compared to the proposed project. Additionally if the County opted to fund the difference in cost with the FHWA, the cost to the County would likely

require a good deal of time, possibly years to attain the needed funding, leaving the substandard structure in place. Caltrans would restrict funding of a steel arch to a level of what a standard economical bridge would cost, leaving approximately 3-5 million to be funded by the County. This alternative does not reduce project impacts and is economically infeasible.

**Alternative 5 Rehabilitate Existing Bridge and Add a Parallel Bicycle/Pedestrians Bridge Downstream**

This alternative would rehabilitate the existing bridge (see discussion above under Alternative 3 above) and construct an approximately 10-foot wide separate bicycle/pedestrian crossing. The new crossing would be placed downstream of the existing bridge, but either way would require the purchase of additional ROW from adjacent parcels. As described previously, rehabilitation of the existing bridge would substantially alter its historic value and appearance resulting in significant unavoidable impact to its historical significance, similar to the proposed project. Construction of a downstream bike/pedestrian bridge would further degrade the riparian habitat and the visual character of the bridge by altering the site setting likely resulting in a new significant unavoidable impact similar to Alternative 2 (see above). This project alternative would not reduce impacts when compared to the proposed project.

**Alternative 6 Rehabilitate Existing Bridge and Add a One-Way Bridge for Traffic and Bicycle/Pedestrians Downstream of Existing Bridge**

This alternative would rehabilitate the existing bridge (see discussion above under Alternative 3 regarding rehabilitation) and construct an approximately 16-18 foot wide, one lane bridge to provide a single eastbound traffic lane and add a 5-foot shoulder for bicycles and pedestrians. The bridge would require the purchase of additional ROW from adjacent parcels. The rehabilitation of the existing bridge would substantially alter the appearance and characteristics of this resource and would result in a substantial adverse impact to the historic integrity of the bridge. The construction of a single-lane bridge would further degrade the riparian habitat along Sonoma Creek as well as the visual character of the bridge by altering the setting. In addition, neither the rehabilitation nor the separate one-lane bridge are eligible for federal funding and would require local funding that is currently unavailable likely leaving the existing deficient bridge in place until funding was made available. Therefore, this alternative would not reduce the significant unavoidable impacts to cultural resources and would add new impacts to visual and biotic resources.

***Staff Recommendations:***

Accept comments on the Draft Environmental Impact Report and provide direction to staff on any additional information or issues that may be required to certify the Environmental Impact Report.

**Prior Board Actions:**

9/18/2012 Board Action to take original jurisdiction for the Watmaugh Bridge Project EIR

7/31/2012 Board Action to approve design engineering services contract with Moffatt and Nichol

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

Invest in the Future. The project meets the needs of the community to provide a safe transportation network. The project also invests in the future by replacing aging public infrastructure.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 195,000	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 195,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The FY 12-13 Budget has \$195,000 in appropriations for preliminary engineering and environmental costs. The funding for the project could be jeopardized if the project is delayed further.

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:**

**Related Items "On File" with the Clerk of the Board:**

Watmaugh Bridge Draft EIR  
 Bridges of Sonoma County Strategic Plan (2009, DTWP)  
 Caltrans Frequently Asked Questions Regarding Bridge Inspections