

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

**TUESDAY**

**FEBRUARY 5, 2013**

**8:30 A.M.**

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

Susan Gorin	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, the Sonoma Clean Power 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. PRESENTATION OF RETIREMENT CERTIFICATES**

#### **III. BOARD MEMBER ANNOUNCEMENTS**

#### **IV. CONSENT CALENDAR**

(Items 1 through 29)

### **PRESENTATIONS/GOLD RESOLUTIONS**

(Items 1 through 5)

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

1. Adopt a Gold Resolution honoring Janice Atkinson on the occasion of her retirement as Sonoma County Clerk-Recorder-Assessor-Registrar of Voters.
2. Adopt a Gold Resolution commending Ron Miller for his fifteen years of dedication to the citizens of Sonoma County through his work on the Sonoma County Mental Health Board and in his private life. (Fourth District)
3. Adopt a Resolution recognizing Shems Peterson for his 25 years serving Sonoma County as a Building Inspector Supervisor. (Permit and Resource Management)

#### **PRESENTATIONS AT DIFFERENT DATE**

4. Adopt a Gold Resolution commending Karen Borgfeldt, Scott Harris and Maurice Tegelaar, 2013 recipients of the Kenwood Education Foundation's Big Heart award. (First District)
5. Adopt a Gold Resolution honoring Garrett Winters for his recent achievement of Eagle Scout BSA Troop 2. (Second District)

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

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

6. Adopt a Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District approving a \$389,000 grant to the Monte Rio Recreation and Park District for restoration and development of Creekside Park property under the Matching Grant Program; determining that the project is consistent with the Sonoma County General Plan 2020 and the District's Expenditure Plan; authorizing execution of a matching grant agreement with the Monte Rio Recreation and Park District; accepting a recreation conservation covenant; and directing the filing of a Notice of Exemption in compliance with the California Environmental Quality Act. (Fifth District)

CONSENT CALENDAR (Continued)

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

**AND**

**REGIONAL PARKS**

7. North Slope Project Construction Contract Amendment – (A) Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (“District”) and the Director of Sonoma County Regional Parks (“Regional Parks”) to execute an amendment to the agreement for construction administration services for the North Slope Sonoma Mountain Ridge Trail Project to extend the term to November 30, 2014. (B) Authorize the General Manager to execute an amendment to the agreement for professional services with Tom Origer and Associates for the North Slope Sonoma Mountain Trail to modify the scope of work and extend the term to December 31, 2014. (C) Authorize the General Manager to execute an amendment to the agreement for professional services with Prunuske Chatham, Inc. for the North Slope Ecological Resources Evaluation to increase the contract amount by \$16,960 for additional work, for a total amount of \$51,910, and extend the term to December 31, 2013. (First District)

**SONOMA COUNTY WATER AGENCY**

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

8. Sonoma Clean Power – Consulting Agreement Amendment –
- (A) Approve and authorize the Chair to execute an amendment to the agreement with Dalessi Management Consulting, LLC to assist in the selection of an energy service provider, assist in the negotiation of energy services contracts, assist in establishing electric power rates and other actions required for the successful implementation of Sonoma Clean Power (\$87,000, for a new agreement total of \$251,000; agreement terminates on January 31, 2014).
- (B) Authorize the General Manager of the Sonoma County Water Agency to enter into a professional service agreement in an amount not to exceed \$75,000 with a consultant with experience in the electric power industry to perform peer review analysis of power purchase contracts, rate setting, and other technical aspects of Sonoma Clean Power.

**SONOMA COUNTY WATER AGENCY**

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

**AND**

**PERMIT AND RESOURCE MANAGEMENT**

9. Authorize the Chair of the Board of Directors and the Chair of the Board of Supervisors to execute the cooperative agreement among the City of Santa Rosa, the County of Sonoma, and the Sonoma County Water Agency for National Pollutant Discharge Elimination System Discharge Permit No. CA0025054 for Storm Water Discharges from the Santa Rosa Area, effective October 2009 through October 2014 for an amount not to exceed \$2,050 annually per agency.

CONSENT CALENDAR (Continued)

**SOUTH PARK COUNTY SANITATION DISTRICT**

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

10. Authorize the Chair to execute a cooperative funding agreement with City of Santa Rosa for design and construction services (City will pay District), which agreement is for the estimated amount of \$1,280,756 and will expire upon acceptance of construction of the combined sewer and water project; and Authorize the Water Agency's General Manager on behalf of the South Park County Sanitation District to terminate the cooperative funding agreement, if appropriate. (Fifth District)

**AUDITOR CONTROLLER-TREASURER-TAX COLLECTOR / COUNTY COUNSEL**

11. Authorize the Chair to sign a contract with Steckbauer Weinhart, LLP for bankruptcy counsel services through June 30, 2016, for a not to exceed amount of \$75,000 per fiscal year. (4/5 vote required)

**COUNTY ADMINISTRATOR / AUDITOR CONTROLLER-TREASURER-TAX COLLECTOR / GENERAL SERVICES**

12. Receive a report on Cal Card usage and benefits and direct the County Administrator, Auditor Controller-Treasurer-Tax Collector, and General Services to implement an Action Plan as outlined in this report to ensure continued broad compliance with related County policies.

**COUNTY COUNSEL / TRANSPORTATION AND PUBLIC WORKS**

13. Authorize the Chair to execute a first amendment to the legal services agreement with Hunton & Williams to continue to retain their legal expertise in environmental liabilities in connection with the County's solid waste system and increase the not to exceed amount to \$75,000. (4/5 vote required)

**FIRE AND EMERGENCY SERVICES**

14. Adopt a Resolution authorizing the financing of two fire engines, and directing the County Fire Chief/Director of Fire and Emergency Services to execute all necessary documents pertaining to the governmental lease agreement with First Municipal Leasing Corporation. (First and Fifth Districts)

**GENERAL SERVICES / AUDITOR CONTROLLER-TREASURER-TAX COLLECTOR**

15. Authorize the General Services Director to execute a lease with the Sonoma County Employee's Retirement Association (SCERA) for approximately 5,060 rentable sq. ft., for an initial rental rate of \$1.45 per sq. ft. per month (approximately \$88,045 per year), subject to adjustment as more particularly described in said lease, for an initial 3-year term plus options, in the building located at 433 Aviation Boulevard, Santa Rosa, CA and subject to the Board's approval to proceed with the Enterprise Financial System project.

**GENERAL SERVICES**  
**AND**  
**COMMUNITY DEVELOPMENT COMMISSION**  
(Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

16. Authorize the General Services Director to execute an amendment subject to County Counsel review of the lease between Coddling Enterprises, Inc. and County and to assign the lease to the Community Development Commission (CDC) for the Community Development Commission's offices at 1440 Guerneville Road, Santa Rosa, in order to: (i) assign the Lease to CDC (Assignee); (ii) re-state the initial Lease term; (iii) provide Coddling Enterprises the right, subject to CDC's right of first refusal, to recapture approximately 3,531 square feet of the Premises; (iv) redefine the premises comprised of approximately 9,400 square feet and specify monthly rent payments; (v) provide for additional options; (vi) perform tenant improvements; (vii) authorize the Executive Director of the CDC to accept the assignment of the lease, as amended, and to take any other required actions to effectuate this transaction.

**HEALTH SERVICES**

17. Authorize the Director of Health Services to execute the first amendment to an agreement with Community Child Care Council in an amount not to exceed \$30,000 and expanding the scope of work to include accreditation costs to child care providers, for a new not to exceed contract total of \$1,055,540, for the period February 21, 2012 to June 30, 2015.
18. Authorize the Director of Health Services to execute an agreement with Rural California Broadcasting Corporation, dba KRCB North Bay Public Media for the Dialogue on Community Health Multimedia Campaign for the period February 5, 2013 to January 31, 2015 in an amount not to exceed \$225,000.
19. Authorize the Director of Health Services to execute an agreement with the Volunteer Center of Sonoma County to provide information and referral services for the period February 5, 2013 through December 31, 2014 in the amount of \$80,000.

**HUMAN RESOURCES**  
**AND**  
**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**  
**COMMUNITY DEVELOPMENT COMMISSION**  
**NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT**  
**SONOMA COUNTY WATER AGENCY**  
(Directors/Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

20. Authorize the Director of Human Resources to execute an amendment to the agreement (July 1, 2010 – June 30, 2013) with CorVel Enterprises, Inc. for workers' compensation claims administration and managed care services, increasing claims administration, managed care and other fees for the term February 15, 2013 through March 14, 2013, in an amount not to exceed \$160,000.

CONSENT CALENDAR (Continued)

**INFORMATION SYSTEMS**

21. Adopt a Resolution approving Records Retention Schedule No. 2 and authorizing the destruction of records for Health Services-Public Health-California Children's Services. (4/5 vote required)

**PROBATION**

22. Adopt a Resolution authorizing the Chief Probation Officer to execute an agreement with the County of Tuolumne for the detention of out-of-county youth at the Sonoma County Juvenile Hall, for the period of February 5, 2013 to February 4, 2015.

**PROBATION / GENERAL SERVICES**

23. Female Residential Group Home Opening/Sierra Youth Center Program Closure Update –
- (A) Authorize the Chief Probation Officer to execute the following: (1) partnership agreement between Sonoma County Probation Department and Crossroads Treatment Centers, Inc. regarding operation of a group home for delinquent females; and (2) Memorandum of Understanding (MOU) between Sonoma County Office of Education (SCOE) and Sonoma County Probation Department for educational and career technical (vocational) education services for delinquent females participating in the residential group home program.
  - (B) Authorize the General Services Director to execute a license agreement with Crossroads Treatment Centers, Inc. for use of county-owned facilities to operate a residential group home.

**REGIONAL PARKS**

24. Adopt a Resolution authorizing the filing of an application for Metropolitan Transportation Commission Lifeline funds, committing the necessary matching funds, and assuring project completion. (First District)
25. Authorize the Director of Regional Parks to execute an agreement granting the Town of Windsor access to Windsor Water District water tanks through Foothill Regional Park for the period of October 30, 2012 to October 29, 2013 with an option to extend the agreement up to four years. (Fourth District)

**SUCCESSOR AGENCY FOR THE SONOMA COUNTY COMMUNITY  
REDEVELOPMENT AGENCY**

26. Adopt a Resolution of the governing Board of the Successor Agency for the Sonoma County Community Redevelopment Agency, approving the Recognized Obligations Payment Schedule for the period July 1, 2013 to December 31, 2013.

**TRANSPORTATION AND PUBLIC WORKS**

27. Approve plans and specifications for Porter Creek Road Bridge Replacement Project; and Award contract to low bidder, Gordon N. Ball Inc, in the amount of \$4,489,342.60 and authorize Chair to execute construction contract C00028. (First and Fourth Districts)

CONSENT CALENDAR (Continued)

**MISCELLANEOUS**

28. Approval of Minutes – Approve the minutes of the meeting of January 15, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Sonoma County Public Finance Authority, Sonoma County Water Agency, and Board of Supervisors.

**APPOINTMENTS/REAPPOINTMENTS**

(Item 29)

29. Reappoint Julia Freis to the Library Commission for a term of four years beginning February 24, 2013 and ending February 24, 2017. (Third District)

**V. REGULAR CALENDAR**

(Items 30 through 34)

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

**AND**

**REGIONAL PARKS**

30. Direct Sonoma County Regional Parks and Sonoma County Agricultural Preservation and Open Space District to work with Pacific Gas and Electric Company to develop an approach to vegetation management that complies with all regulatory requirements and mitigates environmental impacts on County and District properties: Coopers Grove, Saddle Mountain, Shiloh Ranch Regional Park, and Sonoma Mountain Woodlands (First, Second, Third and Fourth Districts)
31. Adopt Resolutions of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (District) and the Board of Supervisors of Sonoma County taking the necessary actions to execute the transfer of the Taylor Mountain Property from the District to the County subject to a conservation easement and recreation covenant. (4/5 vote required) (First and Third Districts)

**SONOMA COUNTY WATER AGENCY**

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

**AND**

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Gorin, Rabbitt, K. Brown)

32. Authorize the Chair to execute the contract with Preston Pipelines, Milpitas, California in the amount of \$4,450,000 for construction of the North Bay Water Reuse Program, Sonoma Valley County Sanitation District (District), Napa Salt Marsh Restoration Pipeline, and delegate authority to the General Manager of the Water Agency on behalf of the District, to execute Agreement and Release of Any and All Claims, if required; and Pursuant to Government Code § 7522.56 and required findings, certify that appointment of Mr. Flugum as a Principal Engineer (Retiree Extra Help) is necessary to fill a critically needed position within 180 days of his retirement and approve his hiring date as early as February 5, 2013. (First District) (2/3 Vote Required)



**AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR /  
COUNTY ADMINISTRATOR / INFORMATION SYSTEMS / GENERAL SERVICES**

33. Enterprise Financial System (EFS) Project Implementation Contract and Project Update –
- (A) Direct staff to proceed with the EFS implementation project.
  - (B) Approve total implementation project budget of \$22.4 million, covering fiscal years 2012-13 through 2016-17.
  - (C) Approve contract for purchase of a new EFS system with Oracle/PeopleSoft in the amount of \$946,168, and approve a contract for implementation services with CIBER, Inc. in the amount of \$5,561,305.
  - (D) Authorize the County Administrator and the Information Systems Director to approve any amendments to the contract with CIBER, Inc. for implementation services for extra work up to 10% of CIBER’s contract price.
  - (E) Approve the project financing plan and authorize the County Administrator to execute financing agreements with Oracle to access Oracle financing for the purchase of the hardware, software and Ciber, Inc implementation services for up to five years and to prepare a Board action to issue a note to the County Treasury if needed in accordance with the financing plan.
  - (F) Authorize the Auditor Controller-Treasurer-Tax Collector to execute a contract for core project team training with Maverick Solutions in the amount of \$155,450.

**COUNTY ADMINISTRATOR**  
**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: Gorin, Rabbitt, Zane, McGuire, Carrillo)  
**AND**  
**SONOMA VALLEY COUNTY SANITATION DISTRICT**  
(Directors: Gorin, Rabbitt, K. Brown)

34. Fiscal Year 2013-14 Budget Policy Workshop –
- (A) Receive Fiscal Year 2013-14 Budget Policy Workshop Report including current year mid-year estimates, multiyear fiscal projections, and state budget impacts to provide direction for the preparation of the Fiscal Year 2013-14 Budget; and approve updated financial and operational policies.
  - (B) 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 second quarter consolidated budget adjustments (4/5 vote required).
  - (C) 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 Second Quarter Consolidated Budget Adjustments.
  - (D) Adopt a Resolution of the Sonoma Valley County Sanitation District adjusting the adopted Fiscal Year 2012-2013 Budget. (2/3 Vote Required)

## **VI. CLOSED SESSION CALENDAR**

(Items 35 through 37)

35. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Initiation of Litigation (Govt. Code Section 54956.9(c)).
36. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Conference with Labor Negotiator – Agency Negotiator: Fran Buchanan; Jerry Dunn, Interim Director, Human Services Department; Diane Kaljian, Director, Adult & Aging Division, Human Services Department (Govt. Code Section 54957.6).
37. 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)).

## **VII. REGULAR AFTERNOON CALENDAR**

(Items 38 through 41)

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

38. Report on Closed Session.
39. **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.)
40. 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

### **PERMIT AND RESOURCE MANAGEMENT**

41. **2:10 P.M. – ZCE11-0009, ZCE11-0010, ZCE11-0011, ZCE11-0012 – (FIFTH DISTRICT)**
- APPLICANT: N/A
  - LOCATION: Various
  - ASSESSOR'S PARCEL NO.: Various
  - ENVIRONMENTAL DOCUMENT: Categorical Exemption
  - REQUEST: Conduct a public hearing on the proposed Draft Design Guidelines for the Bodega, Duncans Mills, Freestone, and Occidental Historic Districts and at the conclusion of the hearing: (1) Adopt by separate Resolutions the proposed Design Guidelines for each Historic District and (2) Adopt an Ordinance amending the text of the Zoning Code to reference the Design Guidelines and add a provision to allow administrative approval for minor alterations to structures in Historic Districts to streamline procedures.

**NOTE: The next regular meeting will be held on February 26, 2013 at 8:30 a.m.**

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

- February 26<sup>th</sup> (AM) – Sonoma County Transit's Fiscal Year 2012 Short Range Transit Plan
- February 26<sup>th</sup> (AM) –TEFRA Hearing Progress Foundation
- February 26<sup>th</sup> (PM) – UPE11-0099; 24511 Rich Ranch Road, Cloverdale
- March 12<sup>th</sup> (PM) – AGP12-0027; 180 Westside Road, Healdsburg



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

William Rousseau, 707-565-1877

**Supervisorial District(s):**

All

**Title:** Gold Resolution Honoring Janice Atkinson on the Occasion of her Retirement as Sonoma County Clerk-Recorder-Assessor.

### **Recommended Actions:**

Present resolution honoring Janice Atkinson on the occasion of her retirement as Sonoma County Clerk-Recorder-Assessor.

### **Executive Summary:**

Janice Atkinson retired from her position as the Sonoma County Clerk-Recorder-Assessor and Registrar of Voters on December 11, 2012, following a 40-year career of public service. Janice began her career in 1972, in the Registrar of Voters Division of the County Clerk's Office, working her way up through the Division and becoming Division Chief in 1979. She was elected to the position of County Clerk-Recorder-Assessor and Registrar of Voters in November 2006 and assumed the position in January 2007.

Janice's primary area of expertise has been in election administration. As Assistant Registrar of Voters, she headed the division responsible for the conduct of elections in Sonoma County. Under her leadership, voter participation has consistently increased, significantly exceeding Statewide averages. Janice has been a longstanding and active member of the California Association of Clerks and Election Officials, among whose membership her knowledge of California election history and the California Election Codes is legendary.

Janice has also served as Chief Public Information Officer for the Sonoma County Office of Emergency Services during emergencies and disasters, including the Russian River floods of 1995, 1996, and 1997, the Rio Nido mudslide of 1998, and the New Year's flood of 2006.

On this occasion, the Board of Supervisors' Gold Resolution expresses the County of Sonoma's deep appreciation for Janice Atkinson's contributions to the County and the State, and wishes her well in the next phase of her life.

<b>Prior Board Actions:</b>			
None.			
<b>Strategic Plan Alignment</b>		Goal 4: Civic Services and Engagement	
<b>Fiscal Summary - FY 12-13</b>			
<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>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<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>			
<b>Attachments:</b>			
Gold Resolution.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None.			



# County of Sonoma

## State of California

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Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

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**Resolution of the Board of Supervisors of the County of Sonoma, State of California, Honoring  
Janice Atkinson on the Occasion of her Retirement as Sonoma County Clerk-Recorder-  
Assessor and Registrar of Voters.**

**Whereas,** Janice I. Atkinson is retiring from her position as the Sonoma County Clerk-Recorder-Assessor and Registrar of Voters following a public service career that spans 40 years of dedicated service, and it is appropriate at this time to highlight her many achievements and to extend special recognition and commendation to her for her personal and professional leadership; and

**Whereas,** Janice Atkinson began her career in election administration in 1972 in the Registrar of Voters Division of the County Clerk's Office, worked her way up through the Division and was appointed Division Chief in 1979. Janice assumed the position of Assistant Department Head in 1995, was elected to the position of County Clerk-Recorder-Assessor and Registrar of Voters on June 6, 2006, and assumed that position on January 8, 2007, with a staff of 104 employees and a budget of \$13,100,000; and

**Whereas,** Janice's primary area of expertise was in the field of election administration; as the Assistant Registrar of Voters, she headed the division responsible for the conduct of elections in Sonoma County, serving nine incorporated cities, 44 school districts, 75 special districts with elected governing boards, 600 elected officials, and more than 249,500 registered voters; and

**Whereas,** under her leadership Janice was proud to report the second highest voter turnout in California in the Presidential General Election of 2004 and the highest voter turnout in the State in the November 2005 Special Statewide Election. In the Gubernatorial Election of November 2006, Sonoma County's voter turnout of 75.49% exceeded the statewide average by almost 20%. Sonoma County's high voter turnout has been attributed to its high number of permanent vote by mail voters (roughly 66%) and to the efforts of the department to keep the voter file well maintained; and

**Whereas,** Janice has been an active member of the California Association of Clerks and Election Officials and served as Correspondence Secretary for the Elections Legislative Committee beginning in 1988. She drafted, reviewed and analyzed proposed election-related legislation and testified before State legislative committees. Janice was on the California Elections Code Revision Committee and is recognized throughout the State for her knowledge of the California Elections Code and voting procedures; and

Resolution #

Date:

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**Whereas**, Janice has also served as Chief Public Information Officer for the Sonoma County Office of Emergency Services during emergencies and disasters, including the Russian River floods of 1995, 1996, and 1997, the Rio Nido mudslide of 1998, and the New Year's flood of 2006.

**Now, Therefore, Be It Resolved** by the Sonoma County Board of Supervisors that Janice I. Atkinson be extended deep appreciation for her dedication and many contributions to the people of Sonoma County and to the State of California, and conveyed best wishes as she closes this chapter of her life of community service and enjoys the next chapter of her life as a devoted wife, mother, and grandmother.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Mike McGuire, 565-2241

**Supervisorial District(s):**

Fourth District

**Title:** Gold Resolution commending Ron Miller for 15 years work on the Sonoma County Mental Health Board.

**Recommended Actions:**

Approve a Gold Resolution commending Ron Miller for 15 Years work on the Sonoma County Mental Health Board

**Executive Summary:**

Gold Resolution

**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>



<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
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)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Resolution			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			



# County of Sonoma

## State of California

---

Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, State Of California, Adopt A Resolution commending Ron Miller for his fifteen years of dedication to the citizens of Sonoma County through his work on the Sonoma County Mental Health Board and in his private life**

**Whereas**, local Mental Health Boards were legislatively mandated in 1968 as part of California's Lanterman Petris Short Act of 1967, which set the precedent for modern mental health commitment standards in the United States; and

**Whereas**, Ron Miller was appointed by the Sonoma County Board of Supervisors to the Mental Health Board on January 28, 1997; and

**Whereas**, during his tenure on the Mental Health Board, Mr. Miller served as various officers on the Executive Committee for eight of those years;

**Whereas**, Mr. Miller, as a member of 100 Black Men, mentored members of the Black Students Union of Sonoma County at Piner High School; and

**Whereas**, Mr. Miller teaches health tips at his church every Sunday to help improve the wellness of parishioners; and

**Whereas**, Mr. Miller is one of three generations of his family to have served in combat in four different wars, and so has a particular focus on access to mental health services, especially suicide prevention services, for Veterans; and

**Whereas**, Mr. Miller has consistently used his Mental Health Board position to call attention to the needs of unsheltered residents of Sonoma County; and

**Whereas**, Ron Miller has faithfully served the residents of Sonoma County, and is now retired from the Mental Health Board effective December 31, 2012.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma does hereby commend and honor Ron Miller for his fifteen years of dedicated, exemplary service to the residents of Sonoma County through his work on the Sonoma County Mental Health Board.

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

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:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisory District(s):**

DeWayne Starnes: 565-1146

All Supervisory Districts

**Title:** Gold Resolution

### **Recommended Actions:**

Adopt a Resolution recognizing Shems Peterson for his 25 years serving Sonoma County as a Building Inspector Supervisor.

### **Executive Summary:**

For the past 25 years, Shems Peterson has provided county residents invaluable service as a Building Inspector beginning in 1987, and a Supervising Building Inspector since January 2003. Mr. Peterson has set the example for all to follow as both a county employee and a Building Inspector. The phrase "Above and beyond the call of duty" is a frequent response from many PRMD customers as Mr. Peterson has exemplified great customer service, throughout his career showing the highest level of professionalism and expert knowledge. In addition, Mr. Peterson coordinated all Rapid Evaluation and Safety Assessments for Building Inspection teams, following every major flood event since 1995.

The Permit & Resource Management Department wishes to award Shems Peterson a Gold Resolution to express the county's gratitude for his many years of outstanding service to the County and the community.

### **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.

<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):**  
 Not applicable.

**Attachments:**

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

**Resolution No.**

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

**Date: February 5, 2013**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, recognizing Shems Peterson For His 25 Years Serving Sonoma County as a Building Inspector.**

**Whereas,** Shems Peterson is retiring after more than 25 years of service as a Building Inspector with Sonoma County, nearly 4 of those years as a Senior Building Inspector and 9 of those years as a Supervising Building Inspector; and

**Whereas,** Shems came to Sonoma County with over 12 years of residential and commercial construction experience as a supervisor, foreman and carpenter; and

**Whereas,** Shems has the distinction of being contracted as the Town of Windsor's very first Building Official for a year as they were becoming incorporated, and was bestowed appreciation as the "Singing Building Inspector" for "lifting our spirits and singing away the blues"; and

**Whereas,** Shems has coordinated all building inspection staff for rapid evaluation and safety assessments following every major flood event since 1995 and has been invaluable to the communities affected by these floods, and;

**Whereas,** in one particular case after a major storm and flooding event, Shems can be credited with saving a life by determining a landslide threat and evacuating the resident prior to the complete destruction of the structure by landslide, and;

**Whereas,** since the creation of PRMD in July 1995, Shems has distinguished himself as a leader and problem solver who has shown a high degree of professionalism, expertise, institutional knowledge, flexibility, fairness caring and customer service, balanced with an extraordinary amount of good will, humor, and a fair amount of singing; and

**Whereas,** as of December 11, 2012, Shems Peterson has officially resigned his position as Supervising Building Inspector, and will be truly missed by all who have known him; and

**Now, Therefore, Be It Resolved** that the Board of Supervisors and the Permit & Resource Management Department hereby recognizes and honors Shems Peterson for his 25 years of outstanding service and human contributions to the County of Sonoma, its employees and members of the public who have all benefitted from his assistance, leadership and friendship and congratulate him on the occasion of his retirement by adopting this Gold Resolution.

**Supervisors:**

Resolution #

Date:

Page 2

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:**

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Susan Gorin, 707/565-2241

**Supervisorial District(s):**

First

**Title:** Gold Resolution

**Recommended Actions:**

Resolutions commending Karen Borgfeldt, Scott Harris and Maurice Tegelaar, 2013 recipients of the Kenwood Education Foundations Big Heart award.

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment** Not Applicable

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
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>			
<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>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

---

Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Congratulating Maurice Tegelaar for Receiving the 2013 Kenwood Education Foundation's Big  
Heart Award**

**Whereas,** Maurice Tegelaar is a past member of the Kenwood Education Foundation who has long been an active and enthusiastic supporter of the school; and,

**Whereas,** Mr. Tegelaar is a realtor with Pacific Union International who specializes in Sonoma, Glen Ellen, Kenwood and Healdsburg who is well known for his willingness to pitch in where and when needed; and,

**Whereas,** Mr. Tegelaar continues to attend the Kenwood Education Foundation's many annual functions where he remains a committed and generous financial supporter of the school and its children.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of Sonoma County hereby commends Maurice Tegelaar Harris for his dedication and service to his community and congratulates him upon the honor of receiving the Kenwood Education Foundation's Big Heart Award.

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Congratulating Karen Borgfeldt for Receiving the 2013 Kenwood Education Foundation's Big  
Heart Award**

**Whereas,** Karen Borgfeldt is the mother of two daughters at Kenwood Elementary School as well as a member of the Kenwood Education Foundation for three years, one year as president, and is a longtime participant in the school's Kenwood Student Association; and,

**Whereas,** Ms. Borgfeldt is a Kenwood resident who for many years operated her Hello Beautiful Skin Care Clinic from Kenwood before relocating it to Santa Rosa last year; and,

**Whereas,** Ms. Borgfeldt is being honored and recognized for the love, concern, dedication and tireless energy with which she enhances the lives of the children at Kenwood school; and

**Whereas,** Ms. Borgfeldt has generously provided significant donations of auction items for the annual Lights, Camera, Auction event, provided costumes for the Kenwood Primo and Allegro choir performances, and costumes and make-up for children marching in the Kenwood Fourth of July Parade, serving on the Parade Committee and topping it off by providing ice cream for the kids in celebration.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of Sonoma County hereby commends Karen Borgfeldt for her dedication and service to her community and and congratulates her upon the honor of receiving the Kenwood Education Foundation's Big Heart Award.

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Congratulating Scott Harris for Receiving the 2013 Kenwood Education Foundation's Big Heart  
Award**

**Whereas,** Scott Harris of Oakmont Financial Group is an active member of the Oakmont Kiwanis Club, and is being recognized for his past three years of leadership and generous service as chairman of the annual "Wii Bowl-a-Thon" held at Kenwood School, sponsored by the Oakmont Wii Bowling League and Oakmont Kiwanis; and,

**Whereas,** The "Wii Bowl-a-Thon" has over the past three years raised \$30,000, of which \$15,000 was donated to the Kenwood Education Foundation, \$10,000 to the Valley of the Moon Children's Center and \$5,000 going to the Oakmont Kiwanis for the support of local youth activities; and,

**Whereas,** Oakmont Financial Group also contributes to the Kenwood School's annual Lights, Camera, Auction event and to the Valley of the Moon Children's Center, Valley of the Moon baseball program and Sierra Youth Center; and

**Whereas,** Mr. Harris has worked effectively and with sincere commitment to undertake the mission of the Oakmont Kiwanis Club, which is dedicated to serving the children of the world, one child at a time.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of Sonoma County hereby commends Scott Harris for his dedication and service to his community and congratulates him upon the honor of receiving the Kenwood Education Foundation's Big Heart Award.

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

David Rabbitt (707)565-2241

**Supervisorial District(s):**

Second District

**Title:** Gold Resolution

**Recommended Actions:**

Gold Resolution, honoring Garrett Winters for his recent achievement of Eagle Scout BSA Troop 2

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

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

--

**Attachments:**

--

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

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# County of Sonoma

## State of California

---

Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

---

### **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, HONORING GARRETT WINTERS FOR ACHIEVING THE RANK OF EAGLE SCOUT**

**WHEREAS**, the Boy Scouts of America have a long and impressive history of preparing young men to assume responsibility in their communities; and

**WHEREAS**, Garrett Winters, as a member of Boy Scouts of America, worked diligently and completed his Eagle Scout by the age of 16 and went on to earn his Bronze, Gold and Silver Palms, which all had to be done by the time he was 18; and

**WHEREAS**, Garrett maintained a final grade point average of 4.0 in high school and continues to pursue his education at Santa Rosa Junior College focusing on the ultimate goal of becoming a teacher; and

**WHEREAS**, by volunteering his time, Garrett has taught the reading Merit Badge at the Petaluma Library and continues to volunteer his time at the library and in addition Garrett has helped to build homes for communities in Mexico for five years; and

**WHEREAS**, beside reading, Garrett also has studied and continues to master the martial art of Taekwondo, where he has recently achieved the Black Belt rank; and

**WHEREAS**, Garrett has provided service to his community and he fulfilled the leadership requirement for his Eagle Scout project when he carefully planned and coordinated details to construct movable planter boxes for three different COTS homes and then planted three gardens in the boxes benefitting the families living in the COTS facilities; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Sonoma County Board of Supervisors commends Garrett Winters on joining the outstanding group of Eagle Scouts.

**BE IT FURTHER RESOLVED** that the Sonoma County Board of Supervisors appreciates the effort which went into achieving that goal and anticipates that Garrett Winters will have the heart and spirit of an Eagle throughout his adult life.

Resolution #  
Date: 2/5/2013  
Page 2

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sara Press, 565-7368

**Supervisorial District(s):**

District 5

**Title:** Creekside Park Matching Grant Project

### **Recommended Actions:**

Approve resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District approving a \$389,000 grant to the Monte Rio Recreation and Park District for restoration and development of Creekside Park property under the Matching Grant Program; determining that the project is consistent with the Sonoma County General Plan 2020 and the District's Expenditure Plan; authorizing execution of a matching grant agreement with the Monte Rio Recreation and Park District; accepting a recreation conservation covenant; and directing the filing of a Notice of Exemption in compliance with the California Environmental Quality Act.

### **Executive Summary:**

In February 1999, the Sonoma County Agricultural Preservation and Open Space District (District) purchased the approximately 3.8-acre former elementary school site in Monte Rio (the property) from the Monte Rio School District and transferred it to the Monte Rio Recreation and Park District (M.R.R.P.D.). The District retained a conservation easement over the property that protects the open space, natural, scenic and agricultural resources of the property. The M.R.R.P.D. plans to develop the property to provide open space, recreational, educational and agricultural opportunities for both residents and visitors that encompass a range of different interests and age levels.

The Monte Rio Recreation and Park District was created in 1948 with a primary responsibility to provide recreational opportunities for both residents of the area and for vacationers to the area. In April 2006, the M.R.R.P.D. adopted the M.R.R.P.D. Master Plan 2025 (Master Plan), which identified the development of the property as a high priority for the river community, calling it Creekside Park. During 2010 and 2011, the M.R.R.P.D. held a series of community workshops to better ascertain the recreational and education desires of the community with respect to the property. The M.R.R.P.D. then developed site plans and conducted CEQA analysis on proposed improvements to the property. On April 9, 2012, the M.R.R.P.D. Board of Directors approved the Creekside Park – Draft Mitigated Negative Declaration/Initial Study.

The District offers a competitive Matching Grant Program (Program) for projects that provide open space, community recreation, or public access opportunities within and near incorporated areas and other urbanized areas of Sonoma County. The M.R.R.P.D. applied to the District's 2011-12 Program and was accepted with a recommendation for funding of \$389,000 for development of certain specified elements of Creekside Park (collectively, District Grant Project). The District's grant will go towards funding Phase 1-A of the Park, which includes constructing Dutch Bill Creek Trail around the perimeter of the property; restoring Dutch Bill Creek floodplain meadow habitat and riparian edge; and creating an orchard along the edge of the restored meadow. In connection with the District's grant, the M.R.R.P.D. will convey to the District a recreation conservation covenant, which will ensure public access to the property in perpetuity.

The M.R.R.P.D.'s match of \$1,000,000 will be completion of Phase 1 of Creekside Park, which includes building improvements, including restrooms, a concession area, and a patio area; installation of a skate park; creation of a community garden; and site improvements, including building removal, asphalt surface removal, a new paved driveway entry and paved parking area, paths connecting the parking area with the rest of the Park, and new on-site water treatment system. Funding for Phase 1 comes from approved a grant from the Sonoma County Community Development Commission (former Russian River Redevelopment Agency) (\$995,000) and from the Tony Hawk Foundation (\$5,000).

### **Conformance with Adopted Plans**

The District Grant Project is in conformance with multiple adopted plans.

#### Sonoma County General Plan

The District Grant Project conforms to the Sonoma County General Plan 2020. Applicable policies and objectives in the Land Use Element and the Open Space and Resource Conservation Element include:

- LU-11f: Encourage conservation of undeveloped land, open space, and agricultural lands, protection of water and soil quality, restoration of ecosystems, and minimization or elimination of the disruption of existing natural ecosystems and flood plains.
- OSRC-3: Identify and preserve roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the County's tourism economy.
- OSRC-7: Protect and enhance the County's natural habitats and diverse plant and animal communities.
- OSRC-8: Protect and enhance Riparian Corridors and functions along streams, balancing the need for agricultural production, urban development, timber and mining operations, and other land uses with the preservation of riparian vegetation, protection of water resources, flood control, bank stabilization, and other riparian functions and values.
- OSRC-17.1: Provide for adequate parklands and trails primarily in locations that are convenient to urban areas to meet the outdoor recreation needs of the population.

#### Monte Rio Recreation and Park Master Plan

The Master Plan provides goals and an action plan for development of M.R.R.P.D. parks, open space, and trail system. The Old School/Creekside Park project is identified in six Policy Action Items (#2, #5, #15, #18, #19, #27), particularly to develop and renovate the property to meet unmet recreational and open space needs.

### District Expenditure Plan

The District Grant Project is consistent with the District's Expenditure Plan, specifically regarding other open space projects, including trails and creek restoration and enhancement along Dutch Bill Creek.

### District Acquisition Plan, Connecting Communities and the Land

The District Grant Project furthers the following objectives and policies in the District's acquisition plan:

- Water, Wildlife and Natural Areas Policies: Protect lands that are important for supporting healthy aquatic habitat in rivers and streams, and areas critical to watershed function by preserving and restoring floodplains, riparian areas and adjacent upland habitat.
- Recreation and Education Objectives: Promote recreational and educational opportunities for residents to learn about, enjoy and experience the natural diversity of Sonoma County.
- Recreation and Education Policies: Working with partners through the Competitive Matching Grant Program to acquire lands for parks in urban areas which promote recreational opportunities for urban residents.

### **California Environmental Quality Act**

On April 9, 2012, the M.R.R.P.D.'s Board of Directors approved the Creekside Park – Draft Mitigated Negative Declaration/Initial Study (M.N.D./I.S.). The M.R.R.P.D. posted a Notice of Determination on April 13, 2012, in accordance with Public Resources Code section 21152 and 14 California Code of Regulations section 15075.

The M.N.D./I.S. describes all proposed development of Creekside Park and is adequate for use by the District in connection with the District Grant Project, including the District's grant for natural resource restoration and park development and its acquisition of a recreation conservation covenant. There have been no substantial changes to the Creekside Park project or in the circumstances under which it will be undertaken that would require any revisions to the M.N.D./I.S., nor is there any new information of any substantial importance with respect to either the District Grant Project or the Creekside Park project as a whole. The M.N.D./I.S. confirms that mitigation measures have been incorporated into the Creekside Park project that will reduce any potential environmental impacts of the project, including those portions that comprise the District Grant Project, to less than significant. The M.N.D./I.S. is on file with the Clerk of the Board.

Moreover, the District Grant Project, including the District's grant for natural resource restoration and park development, and its acquisition of a recreation conservation covenant are exempt from CEQA on several grounds. The purpose of the grant and the acquisition is to provide for minor alterations in the condition of the land, water and/or vegetation (see CEQA Guidelines section 15304); to assure the maintenance, restoration or enhancement of a natural resource (see CEQA Guidelines section 15307); to preserve access to land in its natural condition (see CEQA Guidelines section 15313(c)); to preserve the existing natural conditions and lands for park purposes (see CEQA Guidelines section 15325(c) and (f)); and to assure the maintenance, restoration, enhancement or protection of habitat for fish, plants, or wildlife (see CEQA Guidelines section 15333).

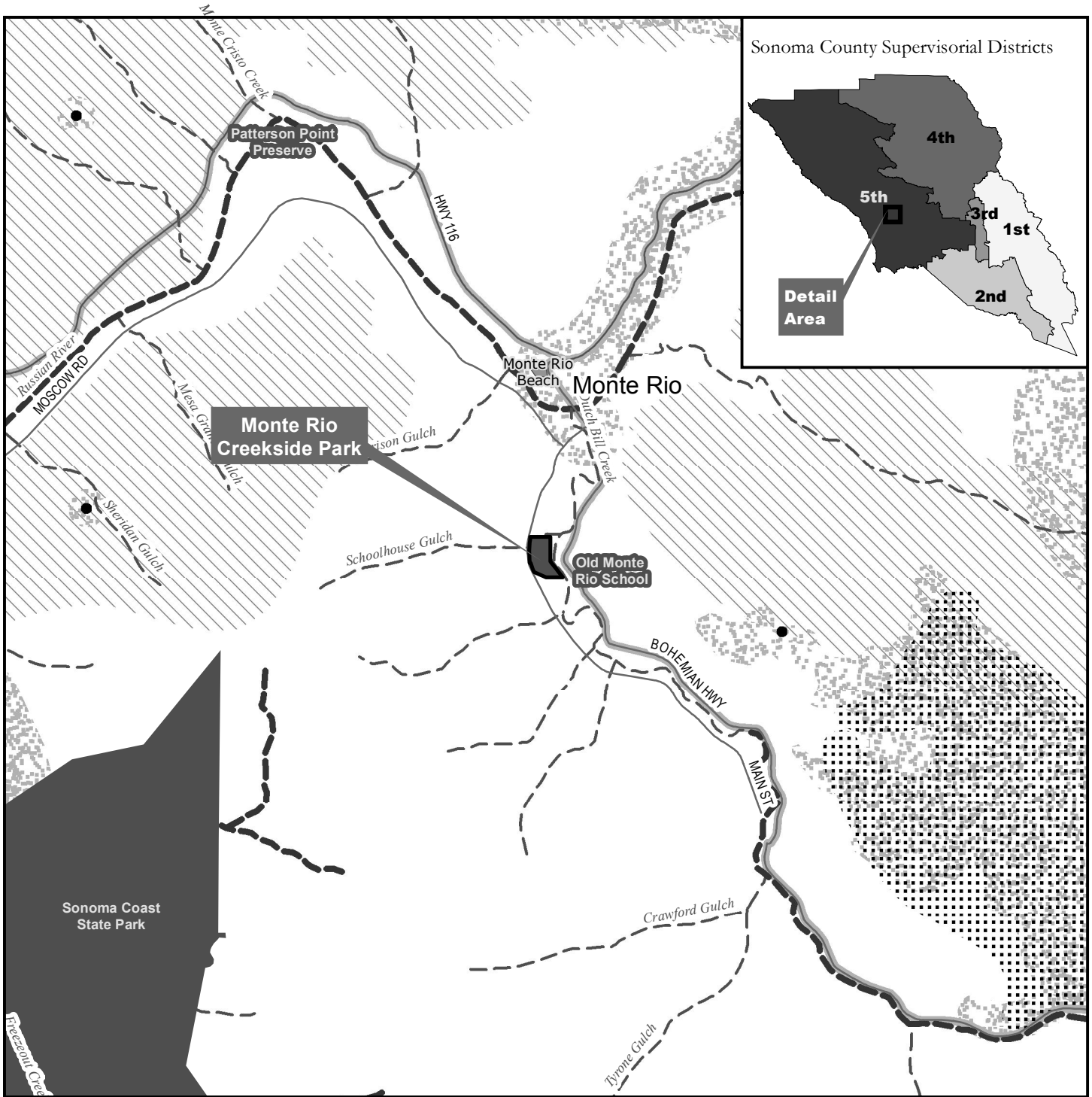
<b>Prior Board Actions:</b>			
On September 18, 2012, the Board accepted the project into the Matching Grant Program. In February 1999, the Board approved the District's acquisition of the Monte Rio School District property and transfer of it to the M.R.R.P.D.			
<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
The project protects, restores and maintains public lands and open space systems that promote recreation, health, agricultural viability and protects watersheds, promotes biodiversity and contributes to the area's economic vitality.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 389,000.00		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 389,000.00
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 389,000.00</b>	<b>Total Sources</b>	<b>\$ 389,000.00</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The District has this expense budgeted in its FY 12/13 budget. The funding source is sales tax revenue.			
<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>			
<b>Attachments:</b>			
<ol style="list-style-type: none"> <li>1. Location/General Plan Map</li> <li>2. Site Location Map</li> <li>3. Matching Grant Agreement</li> <li>4. Recreation Conservation Covenant</li> </ol>			

5. Notice of Determination
6. Certificate of Acceptance
7. Resolution

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

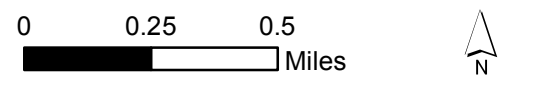
1. Creekside Park – Draft Mitigated Negative Declaration/Initial Study





# Monte Rio Creekside Park Matching Grant Project

## LOCATION / GENERAL PLAN MAP



Map Date: 12/20/2012  
 Sources: Sonoma County GIS;  
 Sonoma County General Plan  
 2020, Open Space and Resource  
 Conservation Element.  
 Note: This map is for illustrative  
 purposes only. It is not intended to  
 be a definitive property description.



## Open Space and Resource Conservation Element

### SCENIC RESOURCES

- Community Separator \*
- Scenic Landscape Unit
- Scenic Corridor

### OUTDOOR RECREATION

- Planned Future Park \*
- Monte Rio Creekside Park Property
- Incorporated City Land \*
- District Holding
- Public Land

### BIOTIC RESOURCES

- Special Status Species
- Sensitive Status Species Habitat
- Marshes and Wetlands \*
- Sensitive Natural Communities
- Habitat Connectivity Corridor \*
- Riparian Corridor (Intermittent)
- Riparian Corridor (Perennial)

\* Not on this map.





## Monte Rio Creekside Park Matching Grant Project

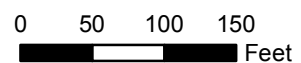


**SONOMA COUNTY**  
AGRICULTURAL PRESERVATION  
AND OPEN SPACE DISTRICT

Map Date: 12/20/2012  
Sources: Streams (SCWA); Parcels, Streets (County GIS);  
Aerial Photo (NAIP 2010)  
This map is for illustrative purposes only and is not intended  
to be a definitive property description.



-  Property Boundary
-  Assessor Parcels



## MATCHING GRANT AGREEMENT

### Creekside Park

This agreement ("Agreement") dated as of Feb. 5, 2013 ("Effective Date") is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District"), a public agency, and Monte Rio Recreation and Park District, a public agency (hereinafter "Grantee").

### RECITALS

A. *Program.* The District has a Competitive Matching Grant Program ("Program") by which it provides funding to cities, other public agencies and non-profit organizations on a competitive basis for open space projects that are consistent with the Expenditure Plan approved by the District's voters in November 2006 as part of the Sonoma County Open Space, Clean Water and Farmland Protection Measure, Measure F.

B. *Project & Property Description.*

- In February 1999, the District purchased the property at 9725 Main Street, Monte Rio ("the Property"), more particularly described in Exhibit "A" attached hereto, from the Monte Rio School District and transferred it to the Grantee while retaining a conservation easement, recorded as Document No. 19990015032 ("the Conservation Easement") to preserve the open space, natural, scenic and agricultural values of the Property. The approximate 3.8-acre Property has 600 feet of frontage on Main Street and 650 feet of frontage along Dutch Bill Creek. The parcel slopes down gently from Main Street to Dutch Bill Creek just upstream of its confluence with the Russian River.
- In April 2006, the MRRPD adopted the Monte Rio Recreation and Park District Master Plan 2025, which identified the development of the Property as a high priority for the river community, calling it Creekside Park.
- During 2010 and 2011, the Grantee held a series of community workshops to better ascertain the recreational and education desires of the community, particularly for the Property. The Grantee developed site plans and conducted CEQA analysis on proposed improvements to the Property. On April 9, 2012, the Grantee's Board of Directors approved the Creekside Park – Draft Mitigated Negative Declaration/Initial Study.

- The Grantee plans to develop the Property to provide open space, recreational and educational opportunities for both residents and visitors that encompass a range of different interests and age levels. For purposes of this Agreement, the project is comprised of Phase 1 and Phase 1A (collectively, “the Project”). Phase I includes improvements to the landscape and structures, including a new skate park, community garden, public trail, permeable parking, public restrooms, and a small café with an outdoor dining patio. Phase 1A, funded by the District’s Matching Grant, includes construction of a loop trail - Dutch Bill Creek Trail - around the site perimeter, creation of a community orchard, and restoration of Creekside Meadow’s floodplain meadow habitat and riparian edge.
- On August 7, 2012, Board of Supervisors determined that developing a recreational park on the Property is consistent with Sonoma County General Plan land use designation and zoning district, and filed a CEQA Notice of Determination on August 22, 2012.

C. *Application.* Grantee submitted an application under the District’s 2011-12 Program for funding toward the Project, specifically toward Creekside Park Phase 1A in the amount of \$389,000. The District recommended inclusion of the Project into the Program, with funding in the amount of \$389,000. This recommendation was approved by the District’s Board of Directors on September 18, 2012.

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

#### AGREEMENT

1. The foregoing recitals are true and correct.

2. GRANT REQUIREMENTS

a. *District Grant.* The District shall provide \$389,000 to be used exclusively for construction of the Dutch Bill Creek Trail, development of a community orchard, and restoration of Creekside Meadow, generally as described in the Creekside Park -- Draft Mitigated Negative Declaration/Initial Study. The District’s grant award shall be expended by no later than September 18, 2017. Any funds not expended by September 18, 2017 shall revert back to the District.

b. *Match.* As its matching contribution to the Project, Grantee will provide \$1,000,000 comprised of \$995,000 in funding from the Community Redevelopment Commission (formerly the Russian River Redevelopment Agency) toward site improvements, building improvements, a community garden, planning and design, and project administration, and \$5,000 from the Tony Hawk Foundation for a skate park. Matching funds shall be expended by no later than September 18, 2017. Grantee shall be required to report match expenditures, consistent with Section 3.b below, until the match is met.

c. *Project Implementation.* All components of the Project as identified in Recital B shall be implemented by no later than September 18, 2017.

d. *Recreation Conservation Covenant.* Grantee shall execute that certain agreement entitled "Monte Rio Creekside Park Recreation Conservation Covenant," by which Grantee accepts the affirmative obligation to use, operate and maintain the Property for low-intensity public outdoor recreation in perpetuity ("Recreation Covenant").

e. *Public Access.* By no later than September 18, 2017, Grantee shall have completed all planning procedures, met all regulatory requirements and budgeting necessary, and shall open the Property for public outdoor recreation consistent with this Agreement, the Recreation Covenant and the Conservation Easement.

f. *Operations and Maintenance.* Grantee shall use, manage, operate and maintain the Property in perpetuity solely for open space, natural, scenic and agricultural preservation in a manner consistent with this Agreement, the Recreation Covenant and the Conservation Easement. Grantee assumes all responsibility for and costs of management, operation and maintenance of the Property. The District shall not be liable for any costs of such management, operation or maintenance.

### 3. PROCEDURAL REQUIREMENTS

a. *Work Plan.* Prior to the disbursement of any grant funding, Grantee shall submit, for District approval, a Work Plan to implement the Project. The District's approval shall be based upon the Work Plan's consistency with this Agreement, the Recreation Covenant, the Conservation Easement, and the purpose of the Project as approved. The Work Plan shall include: 1) a general description of the Project, including conceptual and, if available, construction plans; 2) a timeline or schedule for Project Implementation including final Project Implementation date; and 3) a detailed budget, including matching funds identified to accomplish the Project and reflecting the required match. The Work Plan may be amended from time to time with District's written approval. Such approval shall not be unreasonably withheld.

b. *Disbursement of Grant Funds.*

i. Pre-Conditions. The District shall not be obligated to disburse any funds unless and until the following conditions have been met:

- The District's Board of Directors has approved funding for the Project.
- The Recreation Covenant has been recorded, and Grantee is in compliance with the terms of the Covenant.
- A Work Plan, pursuant to Section 3.a of this Agreement, has been approved by the District.
- Grantee has provided written evidence to the District that all permits and approvals necessary to the implementation of the Project under applicable local, state and federal laws and regulations have been obtained.
- Grantee has provided required insurance coverage as described in Section 4.b of this Agreement.
- Grantee has provided billing rates for Grantee's staff.
- Grantee has provided proof of compliance with the California Environmental Quality Act (CEQA).

ii. Payment.

1. Reimbursement. While work is in progress, Grantee shall complete and submit no more frequently than monthly and no less frequently than quarterly, reimbursement claims in a form acceptable to the District containing at a minimum all the information in the sample form attached hereto as Exhibit "B". The District will pay the claims of Grantee within 30 days of receipt of such claims, provided that the District's General Manager is satisfied that the claims (i) are complete, (ii) include adequate supporting documentation, and (iii) are for eligible expenses reasonably incurred in connection with the Project.
2. Final Reimbursement. Upon submission of the final request for reimbursement, Grantee shall ensure that the reimbursement claim filed with the District is labeled as final and includes photos documenting 100% implementation of the work funded by the District's grant. The Final Performance Report prepared

in accordance with 3.b.iii.2 shall accompany the final request for reimbursement.

iii. Reporting.

1. Quarterly. Grantee shall complete and submit no less frequently than quarterly, a Performance Report (PR) demonstrating Grantee's progress under its approved Work Plan. The PR shall be in a form acceptable to the District's General Manger and shall include (i) summary of the current status of the Project; (ii) description of any challenges encountered within the reporting period; (iii) percent of the Project implemented; (iv) amount(s) and source(s) of the match expended; and (v) percent of the match expended.
2. Final. Within 45 days of completion of Project Implementation, Grantee shall file with District a final PR demonstrating 100% implementation of the Project including demonstration that the District's grant and Grantee's match have been expended consistent with the terms of this Agreement. The final PR should include photos documenting (i) Project Implementation; and (ii) installation of signs as required by Section 4.f below.

4. IMPLEMENTATION REQUIREMENTS

a. *Procurement.* In expenditure of District's grant for goods and services, Grantee shall comply with District's competitive procurement procedures, including those required by laws applicable to a special district created by Public Resources Code section 5500 *et seq.* Alternatively, subject to District consent, Grantee may use its own competitive procurement procedures, provided such procedures provide financial protection equal to or greater than those provided by the District's competitive procurement procedures. Should Grantee desire to use its own competitive procurement procedures in lieu of District's, Grantee shall submit its procedures to District for review and approval. If District, in its sole discretion, determines that Grantee's procurement procedures are not sufficiently rigorous, District may deny the request and Grantee shall thereafter use District's procurement procedures for all transactions undertaken in connection with the District's grant. In any event, District shall assure that costs to be reimbursed by District do not exceed fair market value of the goods and services supplied.

b. *Insurance.* Grantee shall maintain the insurance specified in Exhibit “C,” attached hereto and incorporated herein by this reference. Insurance requirements shall also apply to Grantee’s contractors and consultants as set forth in Exhibit “C”.

c. *Prevailing Wage.* Grantee shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

d. *ADA Requirements.* Grantee shall ensure compliance with the Americans with Disabilities Act (ADA) in the provision of public access to the Property.

e. *Non-Discrimination.* Grantee 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 District’s Non-Discrimination Policy. All nondiscrimination rules and regulations required by law to be included in this Agreement are incorporated herein by this reference.

f. *Signs.* Grantees shall erect or incorporate into a permanent sign or signs on the Property acknowledging the District’s financial participation in the Project. Such signs shall: 1) be made of materials that are weather resistant; 2) be located where they are easily read by the public; 3) include, at a minimum, the District’s logo (provided by District) and if possible the following language, “This Project was funded in part through the Sonoma County Agricultural Preservation and Open Space District’s Matching Grant Program”; and 4) be consistent with the signage provision of the Conservation Easement. The number, design, wording, and placement of signs shall be submitted to the District’s General Manager for review and approval.

## 5. PROJECT REVISIONS AND EXTENSIONS

a. *Changes to Project.* To maintain the integrity of the competitive Program, no substantive changes or alterations to the Project shall be made without written consent of the District. If changes or alterations are approved, the Work Plan required under Section 3.a may require an amendment.

b. *Project Implementation Extension.* The District, at its sole discretion, may grant a single extension of time, of no more than two years, for implementation of the Project. The District’s granting of an extension is dependent upon Grantee’s ability to demonstrate that reasonable progress on the Project is and has been made, that the Project has been compliant with all provisions of this Agreement, the Recreation Covenant and the Conservation Easement,



and that Grantee has demonstrated that the extension will result in successful implementation of the Project within the extended timeframe.

## 6. RECORDS KEEPING

a. *Records.* All financial, procurement, licenses, insurance, and programmatic records related to the Project shall be maintained by Grantee for no less than five years after Project Implementation.

b. *Records Access.* District staff shall have access to financial, procurement, licenses, insurance, and programmatic records related to the District's grant for no less than five years after Project Implementation.

c. *Annual Audit.* Grantee shall submit annual audited financial statements to the District by August 31 of each year until Project Implementation.

d. *Accounting Requirements.* Applicants must maintain an accounting system that is in accordance with generally accepted accounting procedures and standards, and as such:

i. Accurately reflects responsible fiscal transactions, with the necessary controls and safeguards.

ii. Provides a solid audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, timecards, and evidence of payment.

iii. Provides accounting data so the total cost of the project and each individual component can be readily determined.

e. *Fiscal and Project Monitoring.* The Project will be subject to compliance monitoring by the District. The monitoring may include examination of books, papers, accounts, documents or other records of Grantee as they relate to the expenditure of District grant funds.

## 7. GENERAL PROVISIONS

a. *Statutory Compliance.* All activities and uses in connection with the Project shall be subject to and undertaken in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

b. *Access to Project Site.* The District shall have the right to enter and inspect the Property upon 24 hours notice to the Grantee for the purposes of ensuring compliance with this Agreement and progress toward Project Implementation.

c. *Failure to Perform.* Failure by Grantee to comply with the terms of this Agreement may result in any or all of the following actions at the District's sole discretion:

- i. If District reasonably determines that the Project will not be implemented or that the purposes of the Project will not be met within the timeframes provided herein, the District may commence and pursue all available legal remedies to recoup any and all grant funds disbursed to Grantee.
- ii. District may seek specific performance of this Agreement in a court of competent jurisdiction. Grantee hereby agrees that the public benefits sought by this Agreement exceed the dollar amount of the grant and are impracticable or extremely difficult to measure. Grantee further agrees that, in the event of a breach of this Agreement by Grantee, reimbursement of the grant funds, alone, would be inadequate compensation and that, in addition to damages, the District shall be entitled to injunctive relief, including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Specific performance, however, shall not be compelled if changes in circumstances have rendered such performance impossible or financially infeasible.

d. *Indemnification.* Grantee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to District, its officers, agents, and employees and to defend, indemnify, hold harmless, reimburse and release District, 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, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Grantee, arising out of or in connection with this Agreement and/or the Project, whether or not there is concurrent negligence on the part of District, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of District. If there is a possible obligation to indemnify, Grantee duty to defend exists regardless of whether it is ultimately determined that there is not a

duty to indemnify. District shall have the right to select its own legal counsel at the expense of Grantee, subject to Grantee approval, which approval shall not be unreasonably withheld.

e. *Method and Place of Giving Notice, Making Submissions and Payments.*

Except as otherwise expressly provided herein, any notice, invoice, report, demand, request, approval, disapproval, or other communication that either party desires or is required to give under this Agreement shall be in writing and either served personally or sent by first class mail, private courier or delivery service, or telecopy addressed as follows:

TO DISTRICT:                   General Manager  
Sonoma County Agricultural Preservation  
and Open Space District  
747 Mendocino Avenue  
Santa Rosa, CA 95401  
Telephone: (707) 565-7360  
Fax: (707) 565-7359

TO GRANTEE:                   Monte Rio Recreation and Park District  
P.O. Box 877  
Monte Rio, CA 95462  
Telephone: (707) 865-2487  
Fax: (707) 865-0229

f. *Assignment and Delegation.* Grantee shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the District, and no such transfer shall be of any force or effect whatsoever unless and until such consent is received.

g. *Amendment.* No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement shall be binding on any of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

APPROVED:  
SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE  
DISTRICT

\_\_\_\_\_  
President, Board of Directors

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

APPROVED:  
GRANTEE

  
\_\_\_\_\_  
MRRPD Board Chair

(The signatory hereby warrants and represents he/she is authorized to execute this document)

Date: 1-16-13

**Exhibits**

- A: Legal Description
- B: Form of Reimbursement Claim
- C: Insurance Requirements

EXHIBIT "A"

Description:

The land referred to herein is situated in the State of California, County of Sonoma, UNINCORPORATED AREA, described as follows:

PARCEL ONE:

BEING IN TOWNSHIP 7 NORTH, RANGE 10 WEST, M.D.B. & M. BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF LOT 6, TIER "E" OF MONTE RIO PARK SUBDIVISION, AS SAID LOT IS SHOWN AND DELINEATED ON MAP OF SAID SUBDIVISION RECORDED IN BOOK 13 OF MAPS, AT PAGE 23, OF SONOMA COUNTY RECORDS, BEARS NORTH  $9^{\circ} 13'$  WEST 136.62 FEET; THENCE NORTH  $89^{\circ} 49'$  EAST 280.0 FEET TO THE CENTER OF DUTCH BILL CREEK; THENCE ALONG THE CENTER OF SAID CREEK SOUTH  $0^{\circ} 15\text{-}1/2'$  EAST 360.04 FEET; THENCE LEAVING SAID CREEK SOUTH  $89^{\circ} 49'$  WEST 285.0 FEET TO AN IRON PIPE MONUMENT; THENCE NORTH  $4^{\circ} 40'$  WEST 165.06 FEET TO AN IRON PIPE MONUMENT; THENCE NORTH  $4^{\circ} 55'$  EAST 196.26 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.40 ACRES.

MERIDIAN AS SHOWN ON "PLAT OF SURVEY PORTIONS OF TIER "E" & TIER "F", MONTE RIO PARK, BEING IN SECTION 7, TOWNSHIP 7 NORTH, RANGE 10 WEST, M.D.B. & M., SONOMA COUNTY, CALIF.", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, CALIFORNIA, ON FEBRUARY 8, 1934 IN BOOK 19 OF MAPS, PAGE 26, SONOMA COUNTY RECORDS.

PARCEL TWO:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT PARCEL OF LAND CONVEYED BY ROBERT R. STARRETT TO KARL O. ERICKSON AND WIFE, BY DEED DATED APRIL 11, 1952 AND RECORDED AUGUST 11, 1952 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY UNDER RECORDER'S SERIAL NO. D-74116 SAID POINT ALSO BEING ON THE EASTERN LINE OF THE FORMER NORTHWESTERN PACIFIC RAILROAD RIGHT OF WAY, RUNNING THENCE NORTHERLY AND ALONG THE EASTERN LINE OF SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 50 FEET; THENCE NORTH  $89^{\circ} 49'$  EAST TO THE CENTER OF DUTCH BILL CREEK; THENCE SOUTHERLY AND ALONG THE CENTER LINE OF DUTCH BILL CREEK TO ITS INTERSECTION WITH THE NORTHERN LINE OF THE PARCEL OF LAND CONVEYED BY ROBERT R. STARRETT TO KARL O. ERICKSON AND WIFE, BY DEED DATED NOVEMBER 12, 1947 AND RECORDED DECEMBER 19, 1947 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY UNDER RECORDER'S SERIAL NO. C-57743; THENCE SOUTH  $89^{\circ} 49'$  WEST A DISTANCE OF 239.31 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO ERICKSON AND WIFE BY DEED DATED APRIL 11, 1952 AND RECORDED AUGUST 11, 1952 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY UNDER RECORDER'S SERIAL NO. D-74116; THENCE NORTH  $66^{\circ} 24'$  WEST A DISTANCE OF 177.61 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

BEING A PORTION OF THE LANDS CONVEYED TO ROBERT R. STARRETT BY ADMINISTRATOR'S DEED RECORDED IN BOOK 732 OF OFFICIAL RECORDS, PAGE 29; RECORDER'S SERIAL NO. C-43221, SONOMA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE COUNTY ROAD FORMERLY THE NORTH SHORE RAILROAD RIGHT OF WAY, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO SHERIDAN SCHOOL DISTRICT BY DEED RECORDED IN OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON JUNE 1, 1939 UNDER RECORDER'S SERIAL NO. B-7117; THENCE NORTH 89° 49' EAST ALONG THE SOUTHERLY LINE OF SAID SCHOOL DISTRICT, 285 FEET TO THE SOUTHEAST CORNER THEREOF IN THE CENTER OF DUTCH BILL CREEK; THENCE SOUTHEASTERLY ALONG THE CENTER OF SAID CREEK SOUTH 39° 49' EAST TO THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO LEE O. TORR, JR., AND WIFE BY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY JANUARY 27, 1951 UNDER RECORDER'S SERIAL NO. E-40411; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TORR PARCEL TO THE EASTERLY LINE OF SAID COUNTY ROAD; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID COUNTY ROAD TO THE POINT OF BEGINNING.

A.P. NOS. 096-060-007 THRU 009

VOICE  
 Name  
 Expenses

Reimbursement Claim for Matching  
 Sonoma County Agricultural Preservation and Open Space

	Budget	Total Complete to Date	Prior Paid to Date	This Invoice Request	% of To
					-
					-
					-
					-
	\$ -	\$ -	\$ -	\$ -	-

Item Invoice with additional Items/Tasks if needed.

For personnel costs, please provide a separate line for salary (one line) and for benefits (another line). Also provide the job title of the staff member, their hours spent on the task.

Description of Tasks Performed During the Invoice Period:

Number of receipts.

Location:

Signature \_\_\_\_\_ Name and Title of Approving Signature \_\_\_\_\_ Date \_\_\_\_\_

If this is a final invoice, please mark it as "FINAL".

## Exhibit C

### Section I – Insurance to be Maintained by Monte Rio Recreation and Parks District

Monte Rio Recreation and Parks District shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of this Agreement.

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

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

- a. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- c. Required Evidence of Insurance: Certificate of Insurance.

#### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
- c. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Grantee is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Grantee has a claim against the insurance or is named as a party in any action involving the District.
- d. Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees shall be additional insureds for liability arising out of Monte Rio Recreation and Parks District's operations with respect to the Agreement. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained 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 District and Monte Rio Recreation and Parks District and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

#### 3. Automobile Liability Insurance

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

#### 4. Documentation

- a. The Certificate of Insurance must include the following reference: MRRPD Creekside Park Matching Grant



Project.

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Monte Rio Recreation and Parks District agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement.
- 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, 747 Mendocino Avenue, Santa Rosa, CA 95401.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Monte Rio Recreation and Parks District 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.

## 5. Policy Obligations

Monte Rio Recreation and Parks District's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## Section II – Insurance to be Maintained by Grantee's Contractors.

Grantee shall require its contractors to maintain the insurance specified below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. District's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Grantee from, nor be construed or deemed a waiver of, its obligation to require its contractors to maintain the specified insurance.

### 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 Insurance:
  - i. Subrogation waiver endorsement, and
  - ii. Certificate of Insurance.

If any contractor currently has no employees, Grantee agrees to require that contractor 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. The General Aggregate shall apply separately to each Project.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. The contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether contractor has a claim against the insurance or is named as a party in any action involving the District.

- d. Insurance shall be continued for one (1) year after completion of contractor's work.
- e. 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 contractor in the performance of work with respect to this Agreement.
- f. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- g. 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).
- h. The policy shall cover inter-insured suits between District and Grantee's contractors and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Insurance:
  - 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. Insurance shall apply to all owned, hired and non-owned autos.
- c. Required Evidence of Insurance: Certificate of Insurance.

### **4. Material Breach**

If Grantee fails verify that its contractors maintain the required insurance, it shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Grantee resulting from said breach.

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors  
Sonoma County Agricultural  
Preservation and Open Space District  
575 Administration Drive, Room 102A  
Santa Rosa, CA 95403

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Free recording per Gov't Code Sec 6103

MONTE RIO CREEKSIDE PARK  
RECREATION CONSERVATION COVENANT  
(California Civil Code §§815 et seq.)

THIS AGREEMENT is entered into by and between the Sonoma County Agricultural Preservation and Open Space District, a special district (“the District”), and the Monte Rio Recreation and Park District, a special district, its successors and assigns and those claiming under it (“the Owner”).

*Recitals*

A. The District was formed for the purpose of preserving open space in the County of Sonoma and is funded by a voter approved sales tax, the expenditure of which is directed and limited by the Sonoma County Agricultural Preservation & Open Space 2006 Expenditure Plan (“the 2006 Expenditure Plan” or “the Plan”) as set forth in the Sonoma County Open Space, Clean Water and Farmland Protection Measure (Sonoma County Ordinance No. 5677R, Measure F).

B. Among the categories of open space identified for acquisition in the 2006 Expenditure Plan are “fee interests for outdoor public recreation where the public use would not be inconsistent with the open space designations” listed in the Plan. In

accordance with this provision, the District acquired the fee interest in the Old Monte Rio School site (“the Property”), and transferred it to the Monte Rio Recreation and Park District in 1999 while retaining a conservation easement recorded as Document No. 19990015032 (“the Conservation Easement”), which was dedicated for park and open space purposes pursuant to Public Resources Code §5540. The Property, located in the unincorporated area of Sonoma County, is more particularly described in Exhibit “A” attached hereto.

C. In April 2006, the Owner approved that certain plan entitled “Monte Rio Recreation and Park District Master Plan 2025” dated April 2006, and on April 9, 2012, approved the Creekside Park – Draft Mitigated Negative Declaration/Initial Study dated February 2012 (collectively “the Planning Documents”).

D. The Conservation Easement limits the use of the Property to natural resource preservation, low-intensity public outdoor recreation, and gardening consistent with open space values identified in the Conservation Easement. This Covenant complements the Conservation Easement by assuring the continued and perpetual recreational use of the Property consistent with the Planning Documents and the Conservation Easement.

#### *Agreement*

FOR VALUABLE CONSIDERATION the Owner hereby undertakes the following obligations for the benefit of the District:

1. *The Covenant.* The Owner hereby conveys to the District a recreation conservation covenant (“Covenant”) within the meaning of the common law as expressed

in Restatement Third, Property (Covenants) §1.6(1) and pursuant to the provisions of Civil Code §§815 *et seq.*, to assure that the Property will be continuously used, maintained and operated by the Owner and its successors in interest as a public park and open space preserve, available to the public in perpetuity for low-intensity public outdoor recreation consistent with the Planning Documents and the Conservation Easement.

*2. Obligation to Provide Low-Intensity Public Outdoor Recreation and Resource Management; Excused Non-performance.*

A. The Owner hereby agrees to use, operate and maintain the Property as a public park and open space preserve in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Planning Documents, the Conservation Easement, and the provisions herein. Such use, operation, and maintenance of the Property as a public park and open space preserve shall commence no later than September 18, 2017 and shall include, at a minimum, general availability of the property for public walking, picnicking, gardening, and nature study, dawn to dusk, seven days per week.

B. The Owner shall cooperate with the District in furthering the protection of the scenic, natural, and recreational resources of the Property, which are the purposes for which the Property was purchased.

*3. Amendment of Planning Documents.* The District and the Owner anticipate that through the Owner's use of the Property, as limited by the Conservation Easement, more information will become available with respect to either the opportunity to enhance or the need to limit the recreational use of the Property. Additional information or changed circumstances may also require changes in the management of the Property with

respect to preserving and restoring the Property's non-recreational open space values. To that end, the Planning Documents may be amended or revised from time to time and all references to "Planning Documents" in this Covenant shall be construed to refer to the Planning Documents as they may be amended or revised from time to time.

Amendments or revisions to the Planning Documents shall be subject to the District's approval, in accordance with the procedures and standards set forth in Section 5 of the Conservation Easement.

#### *4. Enforcement.*

A. In the event of an uncured breach by the Owner of any of its obligations under the Covenant, the District may (1) institute a suit for appropriate equitable relief; (2) institute a suit to recover damages; (3) accept the offer of dedication set forth in Paragraph 8; or (4) pursue any combination of the foregoing.

B. Prior to taking any of the actions set forth in Subparagraph 4.A., the District shall provide the Owner with a notice to cure ("Notice"). The Notice shall be a written notification generally describing the condition or event claimed by the District to be a breach of the Owner's obligations that is either mailed or otherwise delivered by the District to the Owner. The Notice shall include a reasonable period in which the breach must be cured to the reasonable satisfaction of the District. In the event of the Owner's failure to cure to the reasonable satisfaction of the District as required by the Notice, the District may pursue the remedies set forth in Paragraph 4.A.

C. Enforcement of the obligations created by this Covenant shall be at the sole discretion of the District. Any forbearance by the District to exercise its rights under this Covenant shall not be deemed or construed to be a waiver or forfeiture by the

District.

D. The actual damages incurred by the District and allowed by Civil Code section 815.7(c) resulting from the Owner's breach of the obligations imposed by this Covenant are uncertain and would be impractical or extremely difficult to measure. Accordingly, the parties agree that the District's damages shall be measured by the fair market value of the Property, unencumbered and without regard to the Conservation Easement or this Covenant, the Planning Documents, or the prior dedication of the fee interest, the Conservation Easement or this Covenant, multiplied by the length of time in years, including fractions thereof, during which the breach remains uncured after Notice was given by the District, multiplied by the then current annual interest rate for post judgment interest. The Owner's liability for damages is discharged if the Owner cures the breach within the time specified in the Notice.

E. The remedies set forth in this Section 4 are in addition to and not intended to displace any other remedy available to the District as provided by this Covenant, the Conservation Easement, Civil Code Sections 815 *et seq.*, the common law or any other applicable local, state or federal law.

F. Nothing contained in this Section 4 shall be construed to entitle the District to bring any action against the Owner for any failure to perform resulting from causes beyond the Owner's control, including, without limitation, flood, storm, and earth movement, or from any prudent action taken by the Owner under emergency conditions to prevent, abate, or mitigate a failure to perform resulting from such causes so long as such action, to the extent that the Owner has control, is designed and carried out with, to the extent possible, the prior consent of the District and in such a way as to further the

purpose of this Covenant.

5. *Sales; Fee Transfers; Approval of Grantees.* No sale or transfer of the fee interest in the Property may occur without the District's determination that the prospective buyer or transferee of such interest is reasonably qualified to perform the obligations created by this Covenant and the Conservation Easement. Neither the District's determination nor its consent shall be unreasonably withheld. A failure to comply with these requirements is a material breach of this Covenant subject to the remedies set forth in Paragraph 4.

6. *Third Party Beneficiaries.* The District and the Owner do not intend and this agreement shall not be construed to create any rights in third parties.

7. *Integration.* This Agreement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral are merged into this written instrument.

8. *Irrevocable Offer of Dedication.* Pursuant to Public Resources Code section 5565.5, the Owner hereby grants to the District and its assignees an irrevocable offer of dedication of a 99-year lease of the Property ("Irrevocable Offer"), the key terms of which are attached hereto as Exhibit "B." This offer of dedication may only be accepted by the District or its assignees in the event of an uncured breach of the Owner's obligations under this Covenant. All instruments granting any lease or other real property interest in the Property to third-parties shall disclose to the grantee District's power of acceptance set forth herein. Any such interest so created by Owner and all of the grantee's rights thereunder shall be and shall at all times remain subject, subordinate, and



inferior to the District's rights hereunder. In the event District exercises its power of acceptance, each grantee shall attorn to and recognize the District as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Owner's grant, provided District elects to permit the grant to survive its acceptance of the Irrevocable Offer. Owner's power to create such estates is limited by and subordinate to the Irrevocable Offer herein granted and, as such, District may terminate any or all estates so created upon its acceptance of this Irrevocable Offer.

9. *Inspection.* The District may, within its sole discretion and from time to time, inspect the Property to determine if the Owner is in compliance with this Covenant.

10. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind Owner and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," and an irrevocable offer of dedication encompassed within the meaning of the phrase "unaccepted, recorded, irrevocable offers of dedication," as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On 01/16/2013 before me, Justin Lacy Notary Public  
(Here insert name and title of the officer)

personally appeared Stephen K. Boxman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Monte Rio Creekside Park  
(Title or description of attached document)

Recreation Conservation  
(Title or description of attached document continued)

Number of Pages 10 of 11 Document Date 01/16/2013

Convent  
(Additional information)

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

IN WITNESS WHEREOF, OWNER and DISTRICT have executed this Covenant as set forth below.

**SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE  
DISTRICT**

\_\_\_\_\_  
President, Board of Directors

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

ATTEST:

Clerk of the Board of Directors

**MONTE RIO RECREATION AND  
PARK DISTRICT**

  
\_\_\_\_\_  
Chair, Board of Directors

Date: 1-16-13

ATTEST:

Clerk of the Board of Directors

EXHIBIT "A"

Description:

The land referred to herein is situated in the State of California, County of Sonoma, UNINCORPORATED AREA, described as follows:

PARCEL ONE:

BEING IN TOWNSHIP 7 NORTH, RANGE 10 WEST, M.D.B. & M. BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF LOT 6, TIER "E" OF MONTE RIO PARK SUBDIVISION, AS SAID LOT IS SHOWN AND DELINEATED ON MAP OF SAID SUBDIVISION RECORDED IN BOOK 13 OF MAPS, AT PAGE 23, OF SONOMA COUNTY RECORDS, BEARS NORTH  $9^{\circ} 13'$  WEST 136.62 FEET; THENCE NORTH  $89^{\circ} 49'$  EAST 280.0 FEET TO THE CENTER OF DUTCH BILL CREEK; THENCE ALONG THE CENTER OF SAID CREEK SOUTH  $0^{\circ} 15\text{-}1/2'$  EAST 360.04 FEET; THENCE LEAVING SAID CREEK SOUTH  $89^{\circ} 49'$  WEST 285.0 FEET TO AN IRON PIPE MONUMENT; THENCE NORTH  $4^{\circ} 40'$  WEST 165.06 FEET TO AN IRON PIPE MONUMENT; THENCE NORTH  $4^{\circ} 55'$  EAST 196.26 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.40 ACRES.

MERIDIAN AS SHOWN ON "PLAT OF SURVEY PORTIONS OF TIER "E" & TIER "F", MONTE RIO PARK, BEING IN SECTION 7, TOWNSHIP 7 NORTH, RANGE 10 WEST, M.D.B. & M., SONOMA COUNTY, CALIF.", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, CALIFORNIA, ON FEBRUARY 8, 1934 IN BOOK 19 OF MAPS, PAGE 26, SONOMA COUNTY RECORDS.

PARCEL TWO:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT PARCEL OF LAND CONVEYED BY ROBERT R. STARRETT TO KARL O. ERICKSON AND WIFE, BY DEED DATED APRIL 11, 1952 AND RECORDED AUGUST 11, 1952 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY UNDER RECORDER'S SERIAL NO. D-74116 SAID POINT ALSO BEING ON THE EASTERN LINE OF THE FORMER NORTHWESTERN PACIFIC RAILROAD RIGHT OF WAY, RUNNING THENCE NORTHERLY AND ALONG THE EASTERN LINE OF SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 50 FEET; THENCE NORTH  $89^{\circ} 49'$  EAST TO THE CENTER OF DUTCH BILL CREEK; THENCE SOUTHERLY AND ALONG THE CENTER LINE OF DUTCH BILL CREEK TO ITS INTERSECTION WITH THE NORTHERN LINE OF THE PARCEL OF LAND CONVEYED BY ROBERT R. STARRETT TO KARL O. ERICKSON AND WIFE, BY DEED DATED NOVEMBER 12, 1947 AND RECORDED DECEMBER 19, 1947 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY UNDER RECORDER'S SERIAL NO. C-57743; THENCE SOUTH  $89^{\circ} 49'$  WEST A DISTANCE OF 239.31 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF THAT PARCEL OF LAND CONVEYED TO ERICKSON AND WIFE BY DEED DATED APRIL 11, 1952 AND RECORDED AUGUST 11, 1952 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY UNDER RECORDER'S SERIAL NO. D-74116; THENCE NORTH  $66^{\circ} 24'$  WEST A DISTANCE OF 177.61 FEET TO THE POINT OF BEGINNING.

**PARCEL THREE:**

**BEING A PORTION OF THE LANDS CONVEYED TO ROBERT R. STARRETT BY ADMINISTRATOR'S DEED RECORDED IN BOOK 732 OF OFFICIAL RECORDS, PAGE 291 RECORDER'S SERIAL NO. C-43221, SONOMA COUNTY RECORDS, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EASTERLY LINE OF THE COUNTY ROAD FORMERLY THE NORTH SHORE RAILROAD RIGHT OF WAY, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO SHERIDAN SCHOOL DISTRICT BY DEED RECORDED IN OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON JUNE 1 1939 UNDER RECORDER'S SERIAL NO. B-7117; THENCE NORTH 89° 49' EAST ALONG THE SOUTHERLY LINE OF SAID SCHOOL DISTRICT, 285 FEET TO THE SOUTHEAST CORNER THEREOF IN THE CENTER OF DUTCH BILL CREEK; THENCE SOUTHEASTERLY ALONG THE CENTER OF SAID CREEK SOUTH 39° 49' EAST TO THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO LEE O. TORR, JR., AND WIFE BY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY JANUARY 27, 1951 UNDER RECORDER'S SERIAL NO. E-40411; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID TORR PARCEL TO THE EASTERLY LINE OF SAID COUNTY ROAD; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID COUNTY ROAD TO THE POINT OF BEGINNING.**

**A.P. NOS. 096-060-007 THRU 009**

Exhibit B  
Stipulated Terms of 99-Year Lease

1. Term: Up to 99 Years
2. Price: No monetary consideration shall be paid to Owner for the Lease. However, following District's Acceptance of Owner's Offer of Dedication, as described in Section 8 of the Covenant, District or its assignees will assume all responsibility for any taxes or assessments, including taxes or assessments for possessory interests, levied against the Property in connection with the District's Leasehold interest.
3. Termination: District may terminate at will (with or without cause).
4. Use: District's right to possession of the Property shall be exclusive.
5. District Right to Sublet: District may assign or sublet the Property for public park and open space preserve purposes.
6. District Right to Receive Revenues: District shall receive all revenues, regardless of source, generated on the Property during the term of the Lease.
7. Effect on Covenant: The Lease shall suspend Owner's obligations under the Covenant for the duration of the Lease to the extent Owner requires a possessory interest in the Property to satisfy such obligations. The remainder of Owner's obligations under the Covenant shall remain in full force and effect.
8. Liability: The District or its assignees or its lessees shall assume all liability for the Property associated with obligations the District assumes under the Lease, which obligations shall extend to those necessary to ensure the Property is used, operated and maintained as a public park and open space preserve, available to the public for passive outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and the Planning Documents, except for any claim, damage, liability or loss which arises out of the Owner's ownership, operation or management of the Property prior to the District's acceptance of the Irrevocable Offer of Dedication, as described in Section 8 of the Covenant.



**SONOMA COUNTY**

AGRICULTURAL PRESERVATION  
AND OPEN SPACE DISTRICT

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## Notice of Determination Creekside Park Matching Grant Project

**TO:**

County Clerk, Sonoma County  
2300 County Center Drive, Suite B177  
Santa Rosa, CA 95403

**FROM:**

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

**CONTACT:**

Bill Keene, General Manager  
Phone: (707) 565-7360

**Subject:** Filing of Notice of Determination in compliance with the Public Resources Code Section 21152

**State Clearinghouse Number:** 2012022027

**Project Title:** Creekside Park Matching Grant Project

**Lead Agency:** Sonoma County Agricultural Preservation and Open Space District

**Project Location:** 9725 Main Street, Monte Rio, California

**Project Description:** The project is a matching grant for restoration and development of the Creekside Park Property (the Grant Project), including funding for construction of Dutch Bill Creek Trail, restoration of the Dutch Bill Creek floodplain meadow and riparian edge, and creation of an orchard along the edge of the restored meadow, all as a part of development of the Creekside Park.

**Action:** This is to advise that the Sonoma County Agricultural Preservation and Open Space District (District), acting in its capacity as Lead Agency for the Grant Project, approved the Grant Project on February 5, 2013 and has made the following determinations regarding said project:

1. The Grant Project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for Creekside Park pursuant to the provisions of the California Environmental Quality Act (CEQA)
3. The Mitigated Negative Declaration was adopted by the Monte Rio Recreation and Park District on April 9, 2012.
4. The Grant Project falls within the scope of the Mitigated Negative Declaration.
5. The District's Board of Directors has considered the Mitigated Negative Declaration and the environmental effects of the project described therein, and has found as follows:
  - a. The Mitigated Negative Declaration describes and analyzes all components of the Grant Project and is adequate for use by the District in connection with its approval of the Grant Project.
  - b. There have been no substantial changes to Creekside Park as a whole or in the components that comprise the Grant Project, or in the circumstances under which the Grant Project will be undertaken that would require any revisions to the Mitigated Negative Declaration, nor is there any new information of any substantial importance with respect to either the Grant Project or Creekside Park as a whole.
  - c. The MND/IS shows that mitigation measures have been incorporated into the Creekside Park project, including into the components that comprise the Grant Project, that will reduce any potential environmental impacts of the project to less than significant.

- d. Moreover, even if the Grant Project were to fall outside the scope of the Mitigated Negative Declaration, the Grant Project is exempt from CEQA pursuant to Title 14 of the California Code of Regulations section 15304 (minor alterations to land); and alternatively, section 15307 (maintenance, restoration or enhancement of natural resource); and alternatively section 15313(c) (preserving access to public lands); and alternatively section 15325(c) and (f) (preserving natural conditions and park lands); and alternatively section 15333 (habitat restoration).

This is to certify that the Mitigated Negative Declaration prepared for Creekside Park and the record of approval of the Grant Project is available at: Sonoma County Agricultural Preservation and Open Space District, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401.

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Signature

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Date



**Attachment 6**

**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)  
OF REAL PROPERTY BY THE  
BOARD OF DIRECTORS OF THE  
SONOMA COUNTY AGRICULTURAL PRESERVATION  
AND OPEN SPACE DISTRICT**

This is to certify that the interests in real property conveyed by the Recreation Conservation Covenant dated February 5, 2013 from the Monte Rio Recreation and Park District, a special district, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. \_\_\_\_\_ of the Board of Directors, dated February 5, 2013 and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation  
and Open Space District

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Rabbitt, President  
Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

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Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

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**Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, State of California, Approving a \$389,000 Grant to the Monte Rio Recreation and Park District for Restoration and Development of Creekside Park Property under the Matching Grant Program; Determining that the Project is Consistent with the Sonoma County General Plan 2020 and the District's Expenditure Plan; Authorizing Execution of a Matching Grant Agreement with the Monte Rio Recreation and Park District; Accepting a Recreation Conservation Covenant; and Directing the Filing of a Notice of Exemption in Compliance with the California Environmental Quality Act.**

**Whereas**, in accordance with the voter-approved Expenditure Plan, the District has established a competitive Matching Grant Program (the Program) for projects that provide open space, community recreation, or public access opportunities within and near incorporated areas and other urbanized areas of Sonoma County; and

**Whereas**, the Program requires applicants to provide a matching contribution for the project; and

**Whereas**, in February 1999, the District purchased the approximately 3.8-acre property at 9725 Main Street, Monte Rio from the Monte Rio School District and transferred it to the Monte Rio Recreation and Park District (M.R.R.P.D.) while retaining a conservation easement to preserve the open space, natural, scenic and agricultural values of the Property; and

**Whereas**, in April 2006, the M.R.R.P.D. adopted the Monte Rio Recreation and Park District Master Plan 2025, which identified the development of the Property as a high priority for the river community, calling it Creekside Park; and

**Whereas**, on April 9, 2012, the M.R.R.P.D. Board of Directors approved the Creekside Park Draft Mitigated Negative Declaration/Initial Study; and

**Whereas**, the M.R.R.P.D. has received \$995,000 from the Community Redevelopment Commission (formerly the Russian River Redevelopment Agency) toward building improvements, a community garden, site improvements, planning and design, and project administration, and \$5,000 from the Tony Hawk Foundation for a skate park; and

**Whereas**, the M.R.R.P.D. applied to the District's 2011-12 Program and was accepted with a recommendation for funding of \$389,000 by the District's Board of Directors on September 18, 2012 for development of Dutch Bill Creek Trail and a community orchard, and restoration of Creekside Meadow (the District Grant Project);

**Now, Therefore, Be It Resolved** that this Board of Directors hereby finds, determines, declares, and orders as follows:

- 1. Truth of Recitals.** That the foregoing recitations are true and correct.
- 2. General Plan Consistency.** That the District Grant Project is consistent with the Sonoma County General Plan 2020, specifically the Land Use Element and the Open Space and Resource Conservation Element.
- 3. Expenditure Plan Consistency.** That the District Grant Project is consistent with the District's Expenditure Plan, as it states that sales tax monies may be spent on urban open space, recreation and restoration projects within and near incorporated areas and other urbanized areas of Sonoma County.
- 4. Grant Agreement.** That the President is authorized and directed to execute, on behalf of the District, that certain agreement in connection with the District Grant Project entitled "Matching Grant Agreement Creekside Park" ("Matching Grant Agreement") between the Sonoma County Agricultural Preservation and Open Space District (District) and the Monte Rio Recreation and Park District.
- 5. Recreation Conservation Covenant.** That the President is authorized and directed to execute, on behalf of the District, that certain agreement in connection with the District Grant Project entitled "Monte Rio Creekside Park Recreation Conservation Covenant" ("Recreation Conservation Covenant") between the Sonoma County Agricultural Preservation and Open Space District (District) and the Monte Rio Recreation and Park District, together with the certificate of acceptance required by Government Code section 27281.
- 6. Necessary Documents.** The General Manager is authorized to sign all closing documents, to execute any other documents necessary to complete this transaction as described, and to make technical, non-substantive changes to the Matching Grant Agreement, Recreation Conservation Covenant, or closing documents with the prior approval of the District's Counsel.
- 7. Payment of Matching Grant Funds.** That at the request of the General Manager, the County Auditor shall draw a warrant or warrants against available funds in the District's Land Acquisitions Fund in amounts, cumulatively, not to exceed \$389,000 and in such other amounts necessary for associated transactional costs requested by the General Manager. Such expenditures shall further be subject to the following:
  - a. No expenditures shall be made until the Matching Grant Agreement and Recreation Conservation Covenant are fully executed.
  - b. Expenditures shall be made only upon a determination by the District's General Manager, or his designee, that the expenditure is for reimbursement of M.R.R.P.D. costs that are reasonable and necessary to the District Grant Project as approved.
  - c. The District's General Manager is hereby authorized to approve and pay claims that are submitted and reviewed in accordance with this Resolution, and the Matching Grant Agreement, and that he finds to have been

reasonably and necessarily incurred in connection with the Project as approved.

**8. California Environmental Quality Act (CEQA).**

a. On April 9, 2012, the M.R.R.P.D.'s Board of Directors approved the Creekside Park – Draft Mitigated Negative Declaration/Initial Study (M.N.D./I.S). This Board has considered the M.N.D./I.S and the environmental effects of the project described therein, and finds as follows:

- i. The M.N.D./I.S. describes and analyzes all components of the District Grant Project and is adequate for use by the District in connection with its approval of the District Grant Project.
- ii. There have been no substantial changes to the Creekside Park project as a whole or in the components that comprise the District Grant Project, or in the circumstances under which they will be undertaken that would require any revisions to the M.N.D./I.S., nor is there any new information of any substantial importance with respect to the either the District Grant Project or the Creekside Park project as a whole.
- iii. The M.N.D./I.S. shows that mitigation measures have been incorporated into the Creekside Park project, including into the components that comprise the District Grant Project, that will reduce any potential environmental impacts of the project to less than significant.

b. Further, the District Grant Project is exempt from CEQA pursuant to Guidelines Section 15304 (minor alterations to land); and alternatively is exempt pursuant to Guidelines Section 15307 (maintenance, restoration or enhancement of natural resource); and alternatively is exempt pursuant to Guidelines Section 15313(c) (preserving access to public lands); and alternatively is exempt pursuant to Guidelines Section 15325(c) and (f) (preserving natural conditions and park lands); and alternatively is exempt pursuant to Guidelines Section 15333 (habitat restoration).

**8. Posting.** Immediately upon adoption of this resolution, the General Manager is directed to file with the County Clerk, and the County Clerk is directed to post and to maintain the posting of a notice of determination pursuant to Public Resources Code Section 21152.

**9. Validation.** The agreements authorized by this resolution are contracts within the definition of Government Code Section 53511 and as such, any action challenging the validity of the contract including the source of funding for the consideration to be paid by this District must be commenced within sixty (60) days of the adoption of this resolution pursuant to section 863 of the Code of Civil Procedure.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



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 Directors of the Sonoma County Agricultural Preservation and Open Space District,  
Board of Supervisors for the County of Sonoma

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Kim Batchelder, SCAPOSD, 565-7355  
Steve Ehret, RP, 565-1107

**Supervisorial District(s):**

District 1

**Title:** North Slope Sonoma Mountain Contract Amendments

**Recommended Actions:**

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District ("District") and the Director of Sonoma County Regional Parks ("Regional Parks") to execute an amendment to the Agreement For Construction Administration Services for the North Slope Sonoma Mountain Ridge Trail Project to extend the term to November 30, 2014.

Authorize the General Manager to execute an amendment to the Agreement for Professional Services with Tom Origer and Associates for the North Slope Sonoma Mountain Trail to modify the scope of work and extend the term to December 31, 2014.

Authorize the General Manager to execute an amendment to the Agreement for Professional Services with Prunuske Chatham, Inc. for the North Slope Ecological Resources Evaluation to increase the contract amount by \$16,960 for additional work, for a total amount not-to-exceed \$51,970, and extend the term to December 31, 2013.

**Executive Summary:**

This item is to request amendments to three separate contracts that affect the North Slope Sonoma Mountain properties that the District holds in fee, along with one property owned by Regional Parks. As stated in the District's Fee Lands Strategy, the District intends to transfer the North Slope Sonoma Mountain properties to Regional Parks while retaining a conservation easement to ensure protection of the conservation values of these properties and a recreation conservation covenant to ensure public access to the properties. Two of the contract amendments will allow the District to gather information necessary for development of the conservation easement.

## **North Slope Sonoma Mountain Ridge Trail**

The District is working with Regional Parks to complete the North Slope Sonoma Mountain Ridge Trail project (Project). Pursuant to an existing Agreement for Construction Administration Services with Regional Parks, Regional Parks generated the bid packets and managed the resulting construction contracts. Most of the contract tasks have been completed. However, some tasks will need to be completed in the 2013 and 2014 construction seasons and therefore the District and Regional Parks are proposing to extend the term of the Agreement to November 30, 2014. Work still to be completed includes erosion control and monitoring on the new trail and access road; regulatory permit mitigation measures monitoring; replacing a vehicular bridge on Jacobs Ranch to improve creek flow and to upgrade bridge capacity; and installing a fence along the trail corridor. The District and Regional Parks will continue to work together to complete all the remaining tasks in order to open the preserve to the public as soon as possible.

### **Cultural Resources Studies**

Cultural resources services are required to remain compliant with the environmental permits and CEQA mitigation measures related to the Project. The District needs to complete a more general property-wide assessment across Sonoma Mountain instead of the original site-specific assessment which was oriented to the trail alignment. Therefore, the District is proposing to extend the term of the Agreement with Tom Origer and Associates from December 31, 2012 until December 31, 2014 in order to complete these tasks.

### **Biological Resources Studies**

The District proposes to amend the Agreement with Prunuske Chatham, Inc. to add to the scope of work to conduct additional analysis of the natural resources on the Property, which will inform development of the conservation easement. The additional work will include analysis of the quality and importance of the natural habitats on the Preserve; an analysis of the risks posed by potential uses to the habitats, plants, and wildlife on the Preserve; and recommendations on the types of protection needed to avoid impacts from potential uses. For the additional work, the amendment would increase the contract amount by \$16,960 for a total contract amount of \$51,960, and extend the term from December 31, 2012 to December 31, 2013.

### **Prior Board Actions:**

On May 15, 2012, the Board approved a contract with Prunuske Chatham, Inc. to complete an ecological evaluation of the Property. On February 23, 2010, the Board authorized a Construction Management Service Agreement for Regional Parks and an Agreement for Professional Services with Origer and Associates. On March 18, 2008, by Reso. No. 08-0250, the Board adopted a mitigated negative declaration and mitigation monitoring program for the North Slope Sonoma Mountain Ridge Trail Project.

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

The proposed amendments support protecting and managing open space land and future development of an open space preserve, and support promoting health of the natural resources and recreational opportunities.

These amendments are also consistent with the Board-approved Fee Lands Strategy.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 16,960.00	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 16,960.00
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 16,960.00</b>	<b>Total Sources</b>	<b>\$ 16,960.00</b>

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

The District has this expense budgeted in its 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)

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

**Attachments:**

1. Amendment to Construction Contract Administration Services with Regional Parks for the North Slope Sonoma Mountain Ridge Trail Project
2. Amendment to Professional Services Agreement with Origer and Associates for North Slope Sonoma Mountain Trail Cultural Resource Services
3. Amendment to Professional Services Agreement with Prunuske Chatham, Inc. for the North Slope Ecological Resources Evaluation

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



FIRST AMENDMENT  
TO AGREEMENT BETWEEN  
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT  
AND  
SONOMA COUNTY REGIONAL PARKS

This First Amendment ("Amendment"), effective upon the date of execution ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California ("County") acting by and through its Director of Regional Parks, and the Sonoma County Agricultural Preservation and Open Space District, a special district created pursuant to Public Resources Code sections 5500 et seq. ("District"), acting by and through its General Manager.

R E C I T A L S

WHEREAS, County and District and Consultant entered into that certain Agreement No. 608, dated as of September 14, 2010, ("Agreement") whereby Consultant agreed to perform certain services regarding procurement and construction management and administration on the North Slope Sonoma Mountain Ridge Trail project; and

WHEREAS, County and District desire to amend the Agreement in order to extend the term of the Agreement to November 30, 2014;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Article 1. (iv) of the Agreement is hereby deleted and hereby replaced with the following language:

"Administer the construction contract(s) such that the project is completed by November 30, 2014, in accordance with all regulatory permits, the Negative Declaration and the Coastal Conservancy Grant Agreement; and"

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

3. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

**COUNTY AND DISTRICT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment the day and year first above written.

**COUNTY: SONOMA COUNTY REGIONAL PARKS**

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

Caryl Hart, Director

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

**DISTRICT: SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

William J. Keene, General Manager

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

**APPROVED AS TO FORM FOR COUNTY AND DISTRICT**

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

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

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

FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT

This First Amendment (the "Amendment"), effective upon the date of execution ("Effective Date"), is by and between the Sonoma County Agricultural Preservation and Open Space District ("District"), and Tom Origer, dba Tom Origer and Associates ("Consultant").

R E C I T A L S

WHEREAS, District and Consultant entered into that certain Agreement for Professional Services No. 568 executed on April 4, 2010, ("Agreement") whereby Consultant agreed to perform certain services regarding a cultural resources study for the North Slope Sonoma Mountain Ridge trail projects; and

WHEREAS, District and Consultant desire to amend the Agreement in order to 1) amend the Scope of Work and 2) extend the term of the Agreement to December 31, 2014;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Article 1.1 of the Agreement is hereby deleted and hereby replaced with the following language:

“1.1 Scope of Work. Consultant will perform the services described in Exhibits A and A-1, attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibits A and A-1, the provisions in the body of this Agreement shall control.”

2. Exhibit A-1 attached hereto shall be deemed to be attached to the Agreement.

3. Article 3 of the Agreement is amended to read as follows:

“TERM OF AGREEMENT: The term of this Agreement shall be from Effective Date through December 31, 2014, unless terminated earlier in accordance with the provisions of Article 4 below.”

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to

modify, invalidate, or otherwise affect any provision of the Agreement or any right of District arising thereunder.

6. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

**CONSULTANT: TOM ORIGER AND ASSOCIATES**

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

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

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

**SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE DISTRICT**

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

William J. Keene, General Manager

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

**APPROVED AS TO SUBSTANCE**

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

Kim Batchelder, Project Lead

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

**CERTIFICATE OF INSURANCE ON FILE WITH DISTRICT**

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

Sue Jackson, Administrative Aide

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

FIRST AMENDMENT  
TO  
AGREEMENT FOR PERSONAL SERVICES

This First Amendment (hereinafter "Amendment"), effective upon execution, by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District") and Prunuske Chatham Inc., a corporation (hereinafter "Consultant").

RECITALS

WHEREAS, District and Consultant entered into that certain Agreement for Personal Services No. 694 dated May 22, 2012, ("Agreement") whereby consultant agreed to provide assistance evaluating the ecological resources of District properties intersected by the North Slope Sonoma Mountain Ridge trail; and

WHEREAS, District and Consultant desire to amend the Agreement in order to 1) expand the scope to include additional analysis of potential impacts of potential uses on the property, 2) add Sixteen Thousand Nine Hundred Sixty Dollars (\$16,960) for compensation for the additional analysis, and 3) extend the term of the agreement to December 31, 2013.

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

AGREEMENT

1. Article [1] of the agreement is amended to read as follows:

"SERVICES TO BE PROVIDED.

1.1 Scope of Work. Consultant shall perform the services described in Exhibits A and A1 and according to the schedule attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and pursuant to Article [7]. In the event of a conflict between the body of this Agreement and Exhibits A and A1, the provisions in the body of this Agreement shall control."

2. Article [2] of the Agreement is hereby deleted and replaced with the following language:

"PAYMENT. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid in a series a lump sums in accordance with Exhibits B and B1, attached hereto and incorporated herein by this reference, regardless of the number of hours

or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibits B and B1 include a breakdown of costs used to derive the lump sum amounts, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibits B and B1, provided, however, that total payments to Consultant for Agreement shall not exceed Fifty-One Thousand Nine Hundred Seventy Dollars (\$51,970) without the prior written approval of District.”

3. Article [3] of the Agreement is amended to read as follows:

“TERM OF AGREEMENT. The term of this Agreement shall be from the Effective Date to December 31, 2013, unless terminated earlier in accordance with the provisions of Article [4] below.”

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

5. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

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**DISTRICT AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date of the last signature below.

**CONSULTANT: PRUNUSKE CHATHAM, INC.**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DISTRICT: SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**  
By: \_\_\_\_\_  
Name: William J. Keene  
Title: General Manager  
Date: \_\_\_\_\_

**APPROVED AS TO SUBSTANCE BY DISTRICT**  
By: \_\_\_\_\_  
Sara Press, Associate Planner  
Date: \_\_\_\_\_

**CERTIFICATES OF INSURANCE REVIEWED AND RETAINED AT DISTRICT**  
By: \_\_\_\_\_  
Sue Jackson, Administrative Aide  
Date: \_\_\_\_\_



## County of Sonoma Agenda Item Summary Report

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

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

**To:** The Board of Directors of the Sonoma County Water Agency

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Cordel Stillman 547-1953

**Supervisorial District(s):**

All Districts

**Title:** Sonoma Clean Power – Consulting Agreement Amendment

### **Recommended Actions:**

Action of the Board of Directors of the Sonoma County Water Agency to:

1) Approve and authorize the Chair to execute an amendment to the agreement with Dalessi Management Consulting, LLC to assist in the selection of an energy service provider, assist in the negotiation of energy services contracts, assist in establishing electric power rates and other actions required for the successful implementation of Sonoma Clean Power (\$87,000, for a new agreement total of \$251,000; agreement terminates on January 31, 2014).

2) Authorize the General Manager of the Sonoma County Water Agency to enter into a Professional Service Agreement in an amount not to exceed \$75,000 with a consultant with experience in the electric power industry to perform peer review analysis of power purchase contracts, rate setting, and other technical aspects of Sonoma Clean Power.

### **Executive Summary:**

On March 22, 2011, the Board of Directors of the Sonoma County Water Agency (Board) directed Sonoma County Water Agency (Water Agency) staff to prepare a study of whether a Community Choice Aggregation Program (Aggregation Program) would be feasible in Sonoma County. The Board authorized the Water Agency to hire consultants to perform this study at a cost not to exceed \$150,000.

Under an Aggregation Program, the electric loads of customers within the Aggregation Program's jurisdiction are served by electrical power provided by the Aggregation Program's governing entity (which currently can be a city, county, a joint powers authority or the Water Agency). Existing utilities such as PG&E are required to deliver the electricity provided by the Aggregation Program entity to Aggregation Program customers, and to provide other utility services, such as transmission, grid upkeep and repair, and billing. Customers continue to receive one bill from the utility and to pay the utility for



the services it provides, but the “generation” portion of the bill (that is, the charge for the electrical power itself) is paid by the utility to the Aggregation Program entity, which uses it to offset the costs of acquiring power for its customers.

An Aggregation Program can provide multiple benefits, depending on the goals of the Aggregation Program and the manner in which it is operated. These include lower power rates, greenhouse gas reductions resulting from a “greener,” less carbon-intensive power portfolio, job creation through the implementation of local power projects, and local control.

#### Amendment to Dalessi Management Consulting Agreement

Previously, a Request for Qualifications was prepared for the selection of consultants qualified to perform an analysis of the County’s electric load and how it might be served by an Aggregation Program. Statements of qualifications were received from five consulting firms. Dalessi Management Consulting, LLC of Sacramento (Consultant) was selected to perform the technical feasibility study. The Consultant selected prepared the Feasibility Study per agreement (\$114,000, contract term ended December 31, 2011). The results of the study prompted the Board to amend the agreement with Consultant to prepare a draft Implementation Plan (additional \$50,000, term extended to June 30, 2013).

A draft Implementation Plan was prepared by Consultant and presented to the Board. On December 4, 2012, the Board of Directors of the Sonoma County Water Agency and the Board of Supervisors of Sonoma County formed the Sonoma Clean Power Authority, and authorized the preparation and issuance of a Request for Proposals for energy service. The responses to the Request for Proposals will provide the information necessary to make a more accurate determination of the electric rates that would be charged by SCP if the program were implemented.

Staff is seeking a further amendment to the agreement with Consultant (\$87,000, extension of term to December 31, 2013) for assistance in the preparation of the Request for Proposals, selection of a qualified short list of energy service providers, evaluation and analysis of the proposals received, estimation of the estimated power rates that would be necessary to cover power supply and other costs if SCP were implemented, negotiation of a power purchase agreement, the establishment of final rates, finalization of the Implementation Plan, and other activities related to the startup of Sonoma Clean Power. These activities are consistent with the qualifications and skills sought in the original RFQ for professional services in which Consultant was selected, and the Consultant performed similar services for the Marin Energy Authority in connection with the implementation of its Community Choice Aggregation program. In addition, Consultant has acquired specific knowledge of the proposed Sonoma Clean Power program during Consultant’s preparation of the feasibility study and draft implementation plan, and staff has been very satisfied with the responsiveness of Consultant and the quality of consultant’s work. A full scope of work is included in the amended agreement (on file with the Clerk). Agency staff does not have the expertise in house to perform the functions required of Consultant. If at any time a decision is made to discontinue work on Sonoma Clean Power, the agreement may be terminated with 30 days’ notice.

#### Peer Review

The Board ad hoc committee (Directors Carrillo and McGuire) has recommended that a consultant with experience in the electric power industry be retained as soon as possible to peer review the work of

current Water Agency staff and consultants. The peer review consultant would review the recommendations of Water Agency staff and consultants regarding power purchase and data management contracts, rate setting, and other technical aspects surrounding the formation of Sonoma Clean Power. In particular, the peer review consultant will review the consultant's and staff's estimation of the power rates to be charged if the Sonoma Clean Power were implemented, based upon the results of proposals received from power suppliers and other contractors, which are expected to be received in March 2013. In order to ensure that the peer review consultant is under contract and able to review the work of staff and other consultants, and review the analysis of the power supply proposals, in a timely manner, staff recommend that the Board authorize the General Manager to enter into an agreement not to exceed \$75,000 to perform these services. By giving the General Manager this authority staff estimate that execution of an agreement and the commencement of work by the peer reviewer would occur six weeks sooner than would otherwise be the case, and thus insure that the peer review consultant will be in place when the power supply proposals are received. Water Agency staff will initiate an RFQ process to select the peer review consultant.

Remaining Steps

If the Board approves the proposed contract amendment, a number of additional steps would still be required before the Sonoma Clean Power program could be implemented. These include review and approval by the Sonoma Clean Power Authority Board of Directors of the final Implementation Plan, approval of the arrangements for financing Sonoma Clean Power startup costs, authorizing power purchase agreements, providing staffing for the program, and authorizing the startup of service. If the requested action is not approved, staff would have to engage in another request for proposals process to find a consultant to perform the work described in the preceding paragraph, which significantly delay implementation of the Sonoma Clean Power program.

**Prior Board Actions:**

- 12-11-2012: Approval of Memorandum of Agreement for Interim Services among the County of Sonoma, Water Agency, and Authority, Adoption of Ordinance
- 12-04-2012: Formation of Sonoma Clean Power Authority
- 04-10-2012: Approval of second amended agreement with Dalessi Management Consulting, LLC.

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

Startup of Sonoma Clean Power will further the County's greenhouse gas emissions reduction goal. Sonoma Clean Power will also stimulate the local economy by encouraging local renewable energy and energy efficiency projects.

Water Agency Energy Goals and Strategies, Goal 2: Pursue funding and development of renewable energy Projects of broad regional benefit to generate revenue, lower county-wide emissions profile, and reduce long term rate exposure risk to consumers

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	Water Agency Gen Fund	\$ 87,000
Add Appropriations Req'd.	\$ 87,000	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 87,000</b>	<b>Total Sources</b>	<b>\$ 87,000</b>

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

Additional appropriations are required to process this expense in the Sustainability/Renewable Energy Fund (672808-6570). There are sufficient funds from the 672105-6300 General Fund account to cover these expenses. With Board approval, appropriations will be made in the third-quarter consolidated budget adjustment. If the Sonoma Clean Power program is implemented, all Water Agency costs associated with the program will be reimbursed by the program.

**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:**

None.

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

Amended Agreement with Dalessi Management Consulting, LLC (Four Copies)



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Directors, Sonoma County Water Agency  
Board of Supervisors, Sonoma County Permit Resources Management Department

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Water Agency, and County of Sonoma

**Staff Name and Phone Number:**

Nazareth Tesfai 521-1835  
Nathan Quarles 565-3507

**Supervisorial District(s):**

All

**Title:** Cooperative Agreement with the City of Santa Rosa for Storm Water NPDES Discharge Permit

### **Recommended Actions:**

Authorize the Chair of the Board of Directors and the Chair of the Board of Supervisors to execute the Cooperative Agreement among the City of Santa Rosa, the County of Sonoma, and the Sonoma County Water Agency for National Pollutant Discharge Elimination System Discharge Permit No. CA0025054 for Storm Water Discharges from the Santa Rosa Area, effective October 2009 through October 2014 for an amount not to exceed \$2050.00 annually per agency.

### **Executive Summary:**

On October 1, 2009, the North Coast Regional Water Quality Control Board adopted Order No. R1-2009-0050, Waste Discharge Requirements for the City of Santa Rosa (City), Sonoma County Water Agency (Water Agency), and the County of Sonoma (County), Storm Water Discharges. This order is a National Pollutant Discharge Elimination Discharge System permit officially referred to as NPDES Permit No. CA0025054 (Permit). The term of the cooperative agreement is the same as the five year term of the permit which terminates on October 1, 2014.

One of the requirements of the National Pollutant Discharge Elimination Discharge System Permit is as follows:

“The permittees shall complete and submit to the Regional Water Quality Control Board a cooperative agreement, subject to executive officer approval, no later than six months from the date of adoption of this Order. The cooperative agreement should specifically identify those areas where the permittees share responsibility and other activities required to comply with the requirements of this Order. The cooperative agreement will specifically identify the roles and responsibilities of each permittee named as a co-permittee to this Order for the activities identified. Any changes, deletions, or revisions to the cooperative agreement subsequent to its adoption shall be reported as part of the Annual Report

required by the Monitoring and Reporting Program R1-2009-0050.”

The City, County and Water Agency have worked together on storm water issues since the inception of the municipal separate storm sewer system program. In 2003 an agreement between the City, County, and the Water Agency was approved by each governing board. The agreement, which expired in 2009, spelled out roles and responsibilities for each entity. Though the agreement was not renewed, the City, County, and the Water Agency continued to operate under the agreement in good faith. It was not until an audit by the EPA in 2012, that it was identified that the requirement in the 2009 permit had not been met. Because of the coordination and cooperation that exists amongst the City, County, and the Water Agency to implement the permit requirements, a successful storm water program continues to be implemented.

City, County, and Water Agency staff have prepared a cooperative agreement to meet the Permit requirement described above. Exhibit A of the cooperative agreement describes the roles and responsibilities of the City, County, and Water Agency. Under the agreement, the three entities share responsibility for monitoring, responding to discharges, and outreach. The specific County departments having responsibilities for compliance with the Permit include: Permit and Resource Management Department, Department of Transportation and Public Works, Department of Health Services, Department of Emergency Services, and the Agricultural Commissioner.

The City will be the lead agency under the cooperative agreement. Exhibits B and C of the cooperative agreement contain a description of the roles and responsibilities of the lead agency. The City, County, and Water Agency will each pay one-third of the estimated cost of the lead agency work. The cost of the annual permit fee will be shared equally by the City, County, and Water Agency.

One of the sources of storm water pollution is improper handling of wastes from food processing facilities and restaurants, including leakage from dumpsters and grease from around grease containers. Since the County Department of Health Services - Division of Environmental Health inspects restaurants on a regular basis, the City will, under the cooperative agreement, contract with County Environmental Health for storm water inspections of restaurants within the City limits during fiscal year. The storm water inspections would be conducted at the same time as routine Environmental Health inspections to provide maximum use of staff and less impact on businesses being inspected. County Environmental Health Specialists will perform inspections of food preparation facilities and restaurants and refer those facilities having the highest potential for illicit storm water discharges to the City for follow-up. The City proposes to pay the County \$5,000 annually for this inspection service. The County is also responsible for coordinating among the entities. Costs for this service will also be shared equally.

The estimated costs for the Water Agency under the cooperative agreement are anticipated to be \$2,050, and for the County \$2,050.

**Prior Board Actions:**

12/13/11: Resolution authorizing the Chair to certify the Annual Report for the Phase I (2010-2011) National Pollutant Discharge Elimination System (NPDES) Discharge Permit No. CA0025054 for Storm

Water Discharges, and direct the submittal of annual report packages to the North Coast Regional Water Quality Control Board.

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

Storm water pollution is a public health issue and the Cooperative Agreement works to reduce many sources of storm water pollution.

Water Agency Supply Goals and Strategies Goal are to conduct community outreach on storm water issues, including impacts and benefits of storm water as well as outreach to K through 12.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 4,100	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 4,100
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 4,100.00</b>	<b>Total Sources</b>	<b>\$ 4,100.00</b>

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

Both the Water Agency and the County of Sonoma contribute \$2,050 each annually, for a total of \$4,100 spent annually on this program between the two entities.

**Staffing Impacts**

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

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

N/A

**Attachments:**

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

Agreement (5 Copies)



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Directors, South Park County Sanitation District

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Victor Swift 547-1975

**Supervisorial District(s):**

Fifth

**Title:** Cooperative Funding Agreement with City Santa Rosa for Design and Construction Services

**Recommended Actions:**

Authorize Chair to execute a cooperative funding agreement with City of Santa Rosa for design and construction services (City will pay District), which agreement is for the estimated amount of \$1,280,756 and will expire upon acceptance of construction of the combined sewer and water project; and Authorize the Water Agency's General Manager on behalf of the South Park County Sanitation District to terminate the cooperative funding agreement, if appropriate.

**Executive Summary:**

History Of Item/Background

The Gloria Drive-Meekland Court Collection System Replacement Project (District Project) for the South Park County Sanitation District (District) is one of several sewer replacement projects identified by the District and the City of Santa Rosa (City) for replacement prior to the possible eventual dissolution of the District and transfer of facilities to the City pursuant to the most recent agreement between the parties executed in 2012. The City desires to make repairs to its water system in the same location as the District's Project and has requested that the District enter into a Cooperative Agreement with the City in order to design and construct replacement of certain water facilities (City Water Project) within the District's Project area for several reasons. First, construction of the City Water Project will allow upsizing of certain City water mains sooner than if the City were to construct its project separately. Second, since the roads will need to be re-surfaced after construction of both projects, the roads will not need to be opened up with trenches again in the near future for the City Water Project if the District Project and City Water Project are combined.

The City will pay the District to do the design of the City's Water Project and to provide construction administration and coordinating inspection for the City's Water Project, and will provide payment for construction of the City's Water Project and the City's portion of the shared cost items as a part of the Combined Project. The District and the City will be the Lead Agency under the requirements of the

California Environmental Quality Act and each will be responsible for preparing all appropriate environmental documents for its own project. In addition, each party will each obtain any required right-of-way for its own project. The City will provide construction cost estimates for the City Water Project. The District will provide inspection for the District's Project, and the City will provide inspection for the City's Water Project. However, the District's inspector will be the sole point of contact with the project construction contractor for the Combined Project. The District will give the City an opportunity to perform final inspection of the Combined Project prior to District's acceptance of the Combined Project.

The costs for the following items are based on the indicated percentage of the engineer's final construction cost estimate for the City's Water Project, but will be adjusted up or down once a construction contract has been awarded and actual bid item costs are used to determine the costs of these items:

Estimated Design and Other Preconstruction Costs (15%):	\$ 138,675
Estimated Bid Amount (100%):	\$ 924,496
Estimated Change Orders & Contingencies (15%):	\$ 138,675
Estimated Inspection and Contract Administration (8.5355%):	<u>\$ 78,910</u>
Total Estimated Amount of Cooperative Funding Agreement:	\$1,280,756

**Services To Be Performed**

Under the proposed Cooperative Funding Agreement, the District will provide design and drafting of preliminary and final drawings for the combined projects, technical writing of specifications, design and construction surveying, advertising and bidding, awarding of contracts, inspection coordination and contract administration, and payment for construction of the City's Water Project alongside the District's Project using funds provided by the City. City will provide such funding to the District for those services related to the City's Water Project upon award of the Combined Project. This Cooperative Funding Agreement with City for the estimated amount of \$1,280,756 will expire upon acceptance of construction of the combined sewer and water project.

**Prior Board Actions:**

06/26/2012 Amended and Restated Agreement Regarding South Park County Sanitation District Operations and Transfer to the City of Santa Rosa.

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

The Combined Project ties into the County's Strategic Plan Goal to Invest in the Future by investing in sewer and water infrastructure upgrades. By combining the projects, the construction in the primarily residential area will only impact the neighborhood during one construction season, and the new roadway surfacing to be constructed at completion of the Combined Project will not be disturbed for a future City Water Project.

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

Water Agency Water Supply Goals and Strategies, Goal 1: Work with Water Contractors to retain and



improve the reliability of the water supply production and distribution systems.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,280,756	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	City of Santa Rosa - Fees/Other	\$ 1,280,756
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 1,280,756</b>	<b>Total Sources</b>	<b>\$ 1,280,756</b>

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

Fiscal Year 2012/2013 funding for the City's Water Project of \$1,280,756 is budgeted in Fiscal Year 2012-2013 and offsetting revenue will come from the City of Santa Rosa pursuant to this Cooperative Funding Agreement. There is no impact to fund balance. The City will pay the District following award of the Construction Contract but prior to start of construction. If the City does not pay the District the agreed funding pursuant to this Cooperative Funding Agreement, the City's Water Project will not be constructed. No additional appropriation is required.

**Staffing Impacts**

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

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

N/A

**Attachments:**

N/A

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

Agreement (4 Copies)



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** 4/5

**Department or Agency Name(s):** ACTTC/County Counsel

**Staff Name and Phone Number:**

Jonathan Kadlec 565-6124  
Bruce Goldstein 565-6118

**Supervisorial District(s):**

All

**Title:** Renew Attorney Retention Agreement for Legal Services with Steckbauer Weinhart, LLP.

### **Recommended Actions:**

Authorize the Chair of the Board to sign a contract with Steckbauer Weinhart, LLP for bankruptcy counsel services through June 30, 2016, for a not to exceed amount of \$75,000 per fiscal year.

### **Executive Summary:**

Bankruptcy filings in the county effect the collection of property taxes and Transient Occupancy Tax (TOT). The volume of new and existing bankruptcy cases has increased in recent years and staff requires outside legal assistance and expertise to properly secure the county's claim in order to maximize the collection of taxes.

Our current contract with Steckbauer Weinhart, LLP resulted from an RFP process conducted in 2008-09. In 2010-11 the firm agreed to participate in the county's Voluntary Vendor Cost Reduction Project and reduced their fees by 10%. Barry Glaser, partner at Steckbauer Weinhart, LLP has represented the County for the past several years and has provided exemplary service. Due to the specialized nature of bankruptcy proceedings County Counsel would require additional staff to handle litigation without Mr. Glaser's representation. County Counsel will continue to coordinate and review the legal engagement for the services provided.

Subsequently, in 2011-12 and 2012-13 Steckbauer Weinhart, LLP again agreed to provide their services at the same reduced rate. The ACTTC is now requesting to extend the contract for slightly more than a 3 year term to June 30, 2016 at the reduced rates. Previously, the annual contract had been dated in February which caused confusion when truing it up with the county fiscal year. Therefore, we are requesting the first period of the contract run from February 24, 2013 to June 30, 2014 in an amount not to exceed \$90,000, which equals \$15,000 for the remainder of this fiscal year plus \$75,000 for fiscal year 2013-14. The succeeding two years will run from July 1, 2014 to June 30, 2016 at a not to exceed amount of \$75,000 per year.

All payments for services under this contract are paid on an as needed basis. Historically, the department paid \$37,661 in 2010-11, \$51,222 in 2011-12, and \$30,118 in 2012-13 for bankruptcy legal services. While these amounts are less than the annual contract limit, it is prudent to set a higher limit due to the uncertain nature of the annual volume of bankruptcy proceedings. A small portion of the cost – approximately \$5,000 per year - of the contract is funded from the Advertising Fund for the pursuit of claims for TOT and the Business Improvement

Area (BIA). The remainder is paid from the ACTTC budget on behalf of the Tax Collector function of the department.

**Prior Board Actions:**

On February 8, 2011 a one year contract was approved by the Board. On February 21, 2012 the Board approved the current one year contract.

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

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 65,000	County General Fund	\$ 65,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 65,000</b>	<b>Total Sources</b>	<b>\$</b>

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

\$50,000 is budgeted in FY 12/13 through February 2013. This request adds \$15,000 for the remainder of this fiscal year for a total of \$65,000 and a not to exceed amount of \$75,000 per year will be requested in fiscal years 2013-14, 2014-15 and 2015-16.

**Staffing Impacts**

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

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

**Attachments:**

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

Attorney Retention Agreement for Legal Services.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 12**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator/Auditor Controller/General Services

**Staff Name and Phone Number:**

Lori Norton, 565-3345

**Supervisorial District(s):**

Countywide

**Title:** Cal Card Review

### **Recommended Actions:**

Receive a report on Cal Card usage and benefits and direct the County Administrator, Auditor Controller, and General Services to implement an Action Plan as outlined in this report to ensure continued broad compliance with related County policies.

### **Executive Summary:**

As part of an ongoing effort to review county policies the County Administrator, Auditor-Controller, and General Services initiated a review of Cal Card use to determine if existing policies are sufficient to ensure good internal controls. The question of internal controls arose when data was compiled to respond to a public records request. In preparing the public records response it appears that the vast majority of Cal Card users are familiar with and strictly adhere to the policy, some Departments/Agencies may need additional training and/or added controls to ensure full compliance with policy.

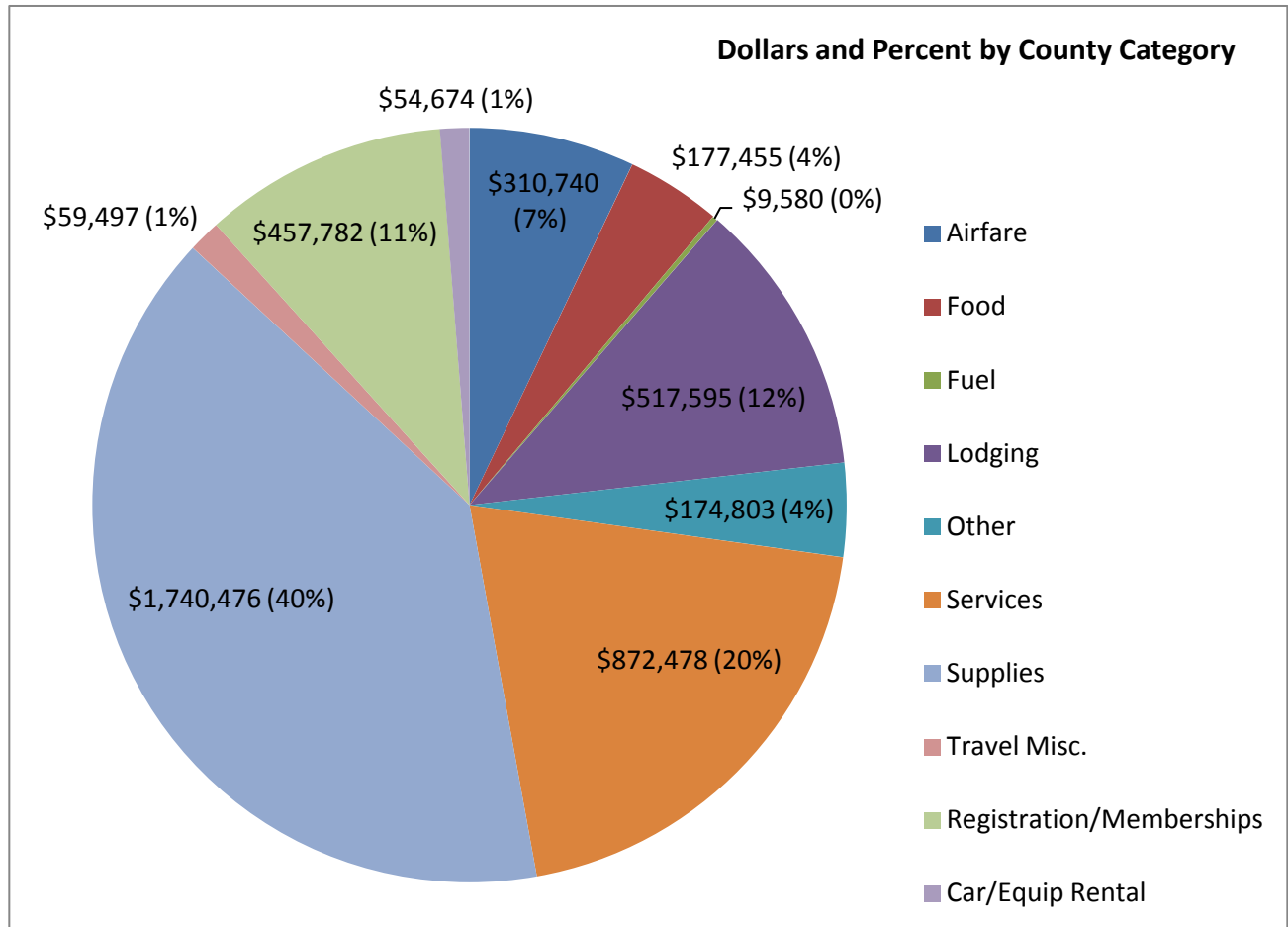
### **Cal Card Purchasing Program**

The Cal Card program is a Statewide purchasing program that offers state and local government agencies a Master Service Agreement which provides VISA purchase cards that are issued through the county to individual employees. Cal Cards offer a streamlined purchasing process that eliminates the need to create requisitions, purchase orders, process multiple invoices and issue checks for low dollar transactions. The Auditor-Controller estimates the county saves \$250,000 annually in reduced invoice processing alone.

### **Summary of Cal Card Expenditures**

Two years of Cal Card data was reviewed. The data shows that over 20,000 transactions, totaling approximately \$ 4.375 M in charges occurred during calendar years 2011-2012. A summary of the transactions is depicted below and more detailed information is attached to this report. Of the total expenditures 60% or \$2.6 million is for services and supplies; 12% (\$ 518k) for lodging, 11% (\$ 458k) for

registrations and memberships, 7% (\$ 311k) for airfare, and 4% (\$ 177k) for food. The remaining 6% is for other miscellaneous expenditures which include fuel, car and equipment rentals, miscellaneous travel, etc. These expenditures represent .002(0.2%) of all county expenditures during this same time period.



**Existing Policies and Controls**

County purchases are governed by state statute, county codes, ordinances and policies. The county also has an adopted Cal Card Purchasing Policy that provides specific instructions and guidance on the use of Cal Cards and a Travel and Meal Reimbursement Policy that establishes criteria and approval authority for travel and meal expenses. Copies of these policies are attached.

Numerous controls are in place to ensure the proper use of Cal Cards. Cardholders are required to attend training prior to being issued a card, and are required to sign a statement acknowledging they have participated in the training, have read and understood the policy, and acknowledging they are personally liable for transactions not directly related to county business. Department and Agency heads review and reconcile Cal Card statements prior to submitting them to the Auditor-Controller for payment. Any questionable charges are reviewed at the Department/Agency level and are referred to Purchasing or the Auditor-Controller. The Auditor-Controller audits all payments for expenditures that are not consistent with policy. This occurs after payment due to the short timeframe within which Cal Card payments must be processed. The Auditor-Controller requests reimbursement for expenditures

that are not consistent with policy.

### **Action Plan for Increased Oversight of Cal Cards**

The County Administrator in consultation with the Auditor-Controller and General Services have developed the following plan of action to retrain and reinforce the existing controls in place and to ensure full compliance, by all, with Cal Card and Travel and Meal Reimbursement policies.

#### General Services – Cal Card Program Administrator

1. All Department/Agency heads will be provided with a list of individuals in their department that have not taken required Cal Card training
2. Cal Card privileges will be restricted for those individuals until such time as they have completed the required training
3. General Services will develop refresher training program and develop recommendations for frequency of training – suggested annual or bi-annual. Refresher training will be required for all Cal Card Holders

#### Auditor Controller

1. The Auditor- Controller's newly formed Internal Audit Team will undertake an audit of Cal Card usage and Travel Policy compliance
2. If as a result of the Internal Audit it appears Cal Card policies/administration/enforcement need to be clarified /strengthened the Auditor-Controller will make recommendations to do so
3. Auditor Controller will review current procedures for reviewing Cal Card Claims and implement additional processes to document requests for and receipt of reimbursements for expenditures which are not consistent with policy

#### CAO and Department/Agency Heads

1. Department/Agency Heads will review all Cal Card transactions by their employees and will identify and report any compliance issues to the County Administrator
2. Department/Agency Heads will require additional training, and may revoke privileges of individual Card Holders if compliance issues are found
3. Department/Agency Heads will coordinate with General Services to ensure all Card Holders receive a copy of the Cal Card Policy, Cal Card Do's and Don'ts, and Travel Policy. Further Card Holders will be required to sign an updated acknowledgement form affirming they are personally liable for reimbursement for expenditures inconsistent with policy
4. All Card Holders will be notified that compliance with policies is their responsibility and non-compliance will result in reimbursement requests and other disciplinary actions as appropriate

### **Public Information Request**

The county previously complied with a public (individual) and Press Democrat request to provide a subset of total Cal Card charges. Last week the county provided the Press Democrat a listing of all ~20,000 Cal Card transactions for the past two years. This request came as a follow-up public records

request which was received on January 9, 2013.

**Prior Board Actions:**

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

The Board of Supervisors / Board of Directors take seriously their responsibility to safeguard public funds and to ensure that they are spent judiciously, in support of important county priorities, and in a manner consistent with state statute, county code, ordinance, and policies. Further the County Administrator and all Departments/Agencies support the counties adopted values and hold themselves to the highest standard of fiscal responsibility, accountability and transparency.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
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):**

Cal Card expenditures for the two calendar years analyzed (2011-2012) total ~\$4.375 million approximately .002(0.2%) of overall budget expenditures for this time period. Expenditures were all budgeted in various categories that cross ~25 Departments and Agencies. The source of funds for these expenses includes county general fund, state and federal funding sources, grants, fees, etc.

**Staffing Impacts**

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

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

**Attachments:**

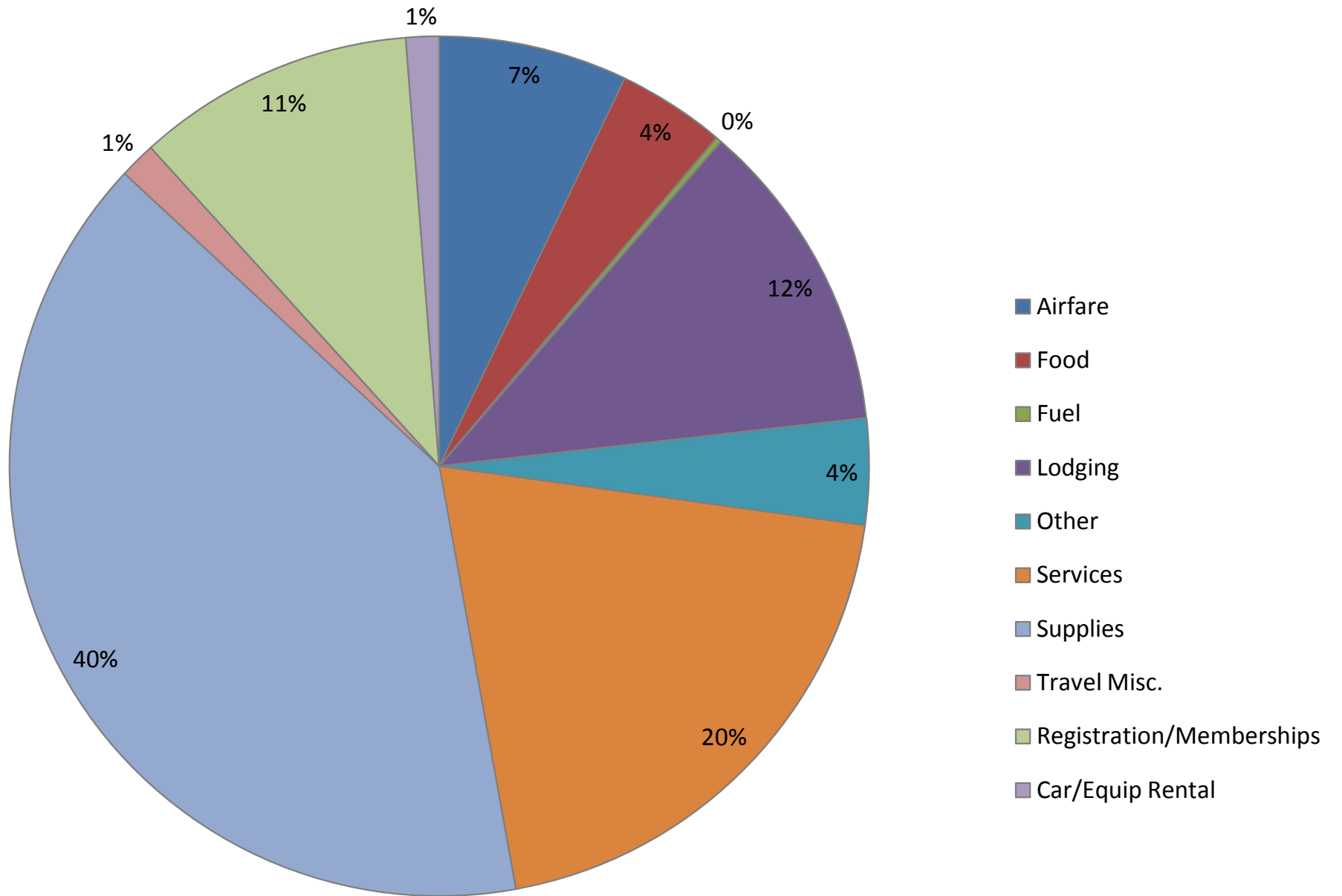
- A – Summary of Cal Card Expenditure by dollars and by percentage
- B – Cal Card Policy (Users Manual) and Cal Card Do's and Don'ts
- C – Travel and Meal Reimbursement Policy



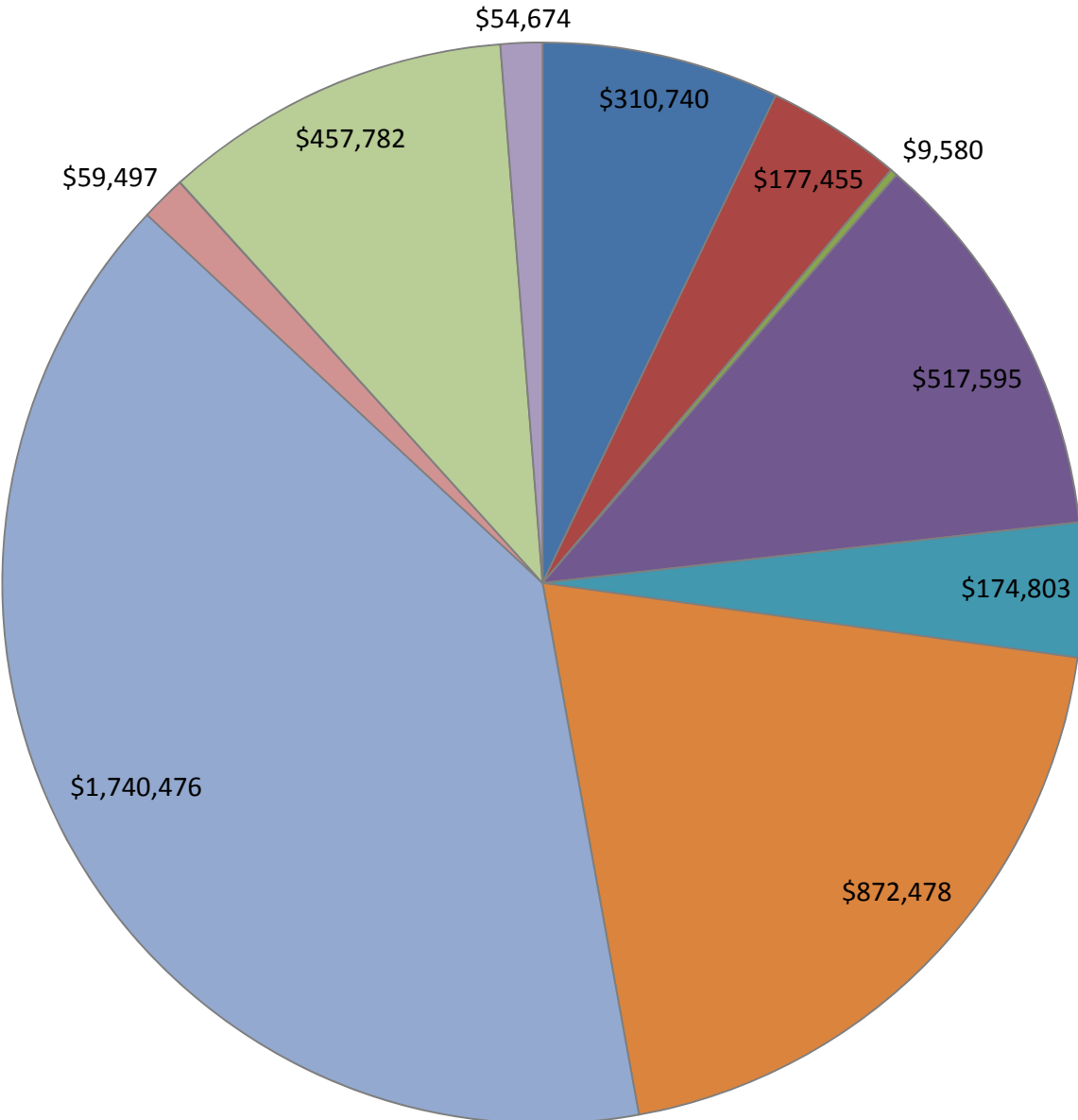
<b>Related Items “On File” with the Clerk of the Board:</b>
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D – Cal Card Transaction Listing for calendar years 2011 & 2012
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## Percentage by County Category



# Dollars by County Category



- Airfare
- Food
- Fuel
- Lodging
- Other
- Services
- Supplies
- Travel Misc.
- Registration/Memberships
- Car/Equip Rental

# COUNTY OF SONOMA

## CAL-Card USER MANUAL



DEPARTMENT OF GENERAL SERVICES

PURCHASING DIVISION

May 2012

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## **ATTACHMENTS**

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- A. MONTHLY CAL-CARD PURCHASE REPORT**
- B. CARD HOLDER AGREEMENT FORM –  
ACKNOWLEDGEMENT AND RESPONSIBILITY**
- C. NOTICE OF ADJUSTMENT**
- D. DEPARTMENT CAL-CARD REQUEST FORM**

# CAL-CARD USERS MANUAL

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## 1. GENERAL INFORMATION

### 1-1 BACKGROUND

The CAL-Card (procurement/purchasing card) is a VISA® charge card with enhanced controls and data reporting, which enables the County to streamline the traditional paper and labor-intensive procurement process. The CAL-Card allows County departments, Board of Supervisors, agencies and offices to quickly obtain low dollar value purchases directly without the necessity of preparing individual purchase requisitions and processing individual receiving reports for each transaction. It should *not* be used to bypass County policies and procedures related to the purchasing of items.

The CAL-Card can be used as the first option before other existing methods to obtain supplies costing less than \$2,500 per transaction, including taxes. If the use of the CAL-Card is not practicable, then a standard online electronic requisition to the Purchasing Division should be used.

All Card Holders are required to attend a mandatory training before receiving their card. New approvers and billing officials are encouraged to attend a Cal Card training.

### 1-2 PROGRAM ADMINISTRATION

#### 1-2.1 Purchasing Agent

The Purchasing Agent is the County Program Administrator and is responsible for overall coordination of the program, assisting department heads to establish the CAL-Card program in their department, obtaining and issuing cards, training, program evaluation and reporting.

#### 1-2.2 Auditor-Controller

The Auditor-Controller's Office is responsible for payment of Official Invoices for all CAL-Card transactions processed in the previous billing cycle. The Auditor shall ensure that all Statements of Questioned Item and Notice of Invoice Adjustment are complete and submitted as required.

The Auditor will be jointly responsible with the Purchasing Agent for analyzing CAL-Card use and program evaluation.

### 1-2.3 Department Billing Officials

Department Billing Officials will coordinate all CAL-Card activity with the Purchasing Agent or designee to process new card applications, request replacement cards, set or change transaction limits, block merchant codes and card cancellations.

Billing Officials are required to reconcile monthly Master Billing Statements, and to pay the full stated amount using the Master Billing statement as the invoice.

## 1-3 CONTROLS

### 1-3.1 Certification & Approval

A number of unique controls have been developed for the CAL-Card Program that may not exist in a traditional credit card environment. These controls ensure that the card can be used only for specific broad categories of purchases and within specific dollar limits. In addition, certification of all purchases is required by each Card Holder, with additional verification performed by the designated Approving Official for each Card Holder before payment is made.

### 1-3.2 Card Holder Use Only

The unique VISA® card that Card Holders receive from U.S. Bank has an official County seal or logo and the Card Holder's name embossed on the card. No one but the Card Holder may use this card. It has been specially designed to avoid confusing it with personal credit cards. In all other respects, this is considered a regular Visa® card. However, the CAL-Card must not be used for personal purchases

### 1-3.3 Transaction Limits

Department heads determine the maximum dollar amount for each single purchase (up to \$2,500) and a total dollar amount for all purchases made within a 30-day cycle for each Card Holder in their department. **If the amount of the purchase is over the card's limits, the purchase will be declined.**

### 1-3.4 Authorization Process



In most cases, the merchant checks via a telecommunications system each time that the card is used. This authorization ensures that the purchase is within the single purchase dollar limits and monthly limit. The authorization also verifies that the merchant is of the type permitted under the program set up.

#### 1-3.5 Official Use Only

Intentional use of the CAL-Card for other than “Official Use Only” will be considered an attempt to commit fraud against the County. Proof of such fraud will result in immediate cancellation of the Card Holder’s account, and disciplinary action under applicable departmental, agency and County administrative procedure will be taken, up to and or including termination. The Card Holder will be personally liable to the County for the amount of any non-approved purchases and could face criminal charges as well.

## 2 DEFINITIONS

### 2-1 CARD HOLDER

Department Heads can designate any permanent County employee as a card holder for the necessary operation of their department. Card holders are responsible for:

- Security of the CAL-Card
- Appropriate use of the CAL-Card
- Asking for and saving detailed receipts for payment documentation
- Compliance with CAL-Card User Manual and County Policies & Procedures
- Preparation of the monthly CAL-Card Purchase Report (Attachment A)
- Documenting expenditure transactions
- Filing Disputes
- Reconciling monthly Card Holder statement promptly

### 2-2 APPROVING OFFICIAL

The Approving Official shall be at a “level above” the Card Holder and is responsible for:

- Reviewing and approving assigned Card Holder charges

- Ensuring all purchases are appropriate and within County guidelines
- Ensuring no prohibited items have been purchased
- Ensuring claims payment documentation is attached

## 2-3 BILLING OFFICIALS

The Billing Official is responsible for:

- Receiving the Corporate Summary Bill (Managing Account)
- On time payments to US Banks (within 45 days) using the Corporate Summary Bill as the invoice
- Reconciling outstanding balances
- Reviewing Card Holder Charges for appropriateness
- Promptly notifying the County Program Administrator (Purchasing Agent or designee) of any changes in Card Holder status
- Notifying County Program Administrator of changes in Approvers and Billing Officials

## 2-4 COUNTY PROGRAM ADMINISTRATOR

The County Program Administrator (Purchasing Agent and/or designee) is responsible for:

- Oversight of all Card Holders
- Setting up new accounts, maintaining existing ones, and terminating accounts
- Monitoring past due payments, working with Billing Officials to clear unpaid amounts
- Developing and maintaining Policy and Procedures
- Providing training for Card Holders, Approvers, and Billing Officials
- Working with Auditor's Office to audit purchases.

## 2-5 Restricted, Prohibited and Unauthorized Purchases

### 2-5.1 Restricted

If the goods are restricted, the CAL-Card may still be used if established approvals and criteria are met. See 3-2 below.

#### 2-5.2 Prohibited

If the goods or services are prohibited, the use of the CAL-Card is unauthorized and should not be used to purchase such goods or services. See 3-3 below.

#### 2-5.3 Unauthorized

Unauthorized purchases that are those that have not authorized or approved by the Department Head or Approving Official. See 3-4 below.

### **3 AUTHORIZED, RESTRICTED AND PROHIBITED USES**

#### 3-1 ROUTINE PURCHASES

Purchase of maintenance, repair and operational supplies costing less than a maximum of \$2,500 per transaction or the Card Holder's assigned transaction limit, including tax, are authorized. Individual CAL-Card will have customized limits for (1) maximum dollar limit for each purchase transaction; and (2) maximum dollar limits per 30-day cycle.

#### 3-2 RESTRICTED PURCHASES

Restrictive purchases include those purchases that may be subject to approval by another department. Questions regarding restrictions should first be directed to the Approving Official, then the Purchasing Division, telephone 565-2433. Examples of restricted purchases follow:

##### 3-2.1 Computer Hardware and Software

The purchase of computers, computer upgrade components and software are restricted commodities and can only be purchased by use of the CAL-Card upon advance approval of the Information Systems Director, his designee, or other authorized department or agency management.

##### 3-2.2 Fuel Purchases

The CAL Card may not be used to purchase gasoline for County owned vehicles or equipment. When traveling on County business in a County owned vehicle, County commercial gas credit cards can be signed out from Fleet Operations for short term use. The County Commercial Credit Card policy restricts the use of County gas credit cards to outside the County. Exceptions can be authorized by the Fleet Manager.

The CAL Card *may* be used to purchase fuel for rental cars while the Card Holder is out of county on County business. Use of a County commercial gas credit card to fuel a rental vehicle is prohibited.

### 3-2 PROHIBITED USE OF THE CAL-CARD

The CAL-Card Program prohibits the use of CAL card for the following items. These include:

- Alcohol
- Building maintenance services
- Cash advances
- DERP Expenditures
- Employment of independent contractors
- Food not covered under the County's Travel and Meal Reimbursement Policy 3-2
- Modular office furnishings
- Personal Expenses
- Political or religious organizations
- Professional services requiring a contract
- Purchase of telephones or telephone services
- Rental or lease of land or buildings
- Securities, insurance
- Splitting of purchases to circumvent transaction limits
- Window, wall and floor coverings
- Work performed on County owned or leased property

Authorizing Department Heads and Approving Officials should be aware of the need to control the purchase of sensitive items and the need to properly account for items on departmental asset records. This requirement is no different from any expenditure of County funds, whether by purchase order, petty cash, direct claim, CAL-Card, or other method of expenditure.

**4 PROCEDURES – CARD HOLDER**

**4-1 RESPONSIBILITY**

The Card Holder is responsible for ensuring that all purchases are in compliance with CAL-Card and all other County Policies and Procedures.

**4-2 OBTAINING GOODS**

The Card Holder can use the procurement card to purchase goods in person at a merchant point of sale, by telephone, mail order, fax, or the Internet. In any case, the Card Holder should require the vendor to itemize the receipt/invoice for each item purchased. At a point of sale, as the sales draft is being completed, the merchant will normally obtain authorization for the transaction via a telephone call or direct telecommunication link to the VISA authorization network. The merchant will obtain an authorization number, which will also be shown on the sales draft.

<ul style="list-style-type: none"><li>• Purchase Authorization Number</li><li>• Price per item</li><li>• Amount of sales tax and total amount</li></ul>	<ul style="list-style-type: none"><li>• Description of commodities purchased</li><li>• Quantity purchased</li><li>• Shipping charges, if applicable</li></ul>
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**4-3 MONTHLY CAL-CARD PURCHASE REPORT**

Upon completing the CAL-Card transaction, whether by telephone, in person, mail order, Internet or other, the Card Holder must record the transaction on the Monthly CAL-Card Purchase Report (Attachment A) including the following information:

- Date of purchase
- Receipt/invoice number
- Description of purchase
- Vendor’s name
- Expenditure amount

**4-4 CAL-CARD RECEIPT**

When the purchasing transaction is made in person or by telephone, the Card Holder should require the vendor to itemize the receipt. If the receipt or invoice is not itemized, the Card Holder must write in the items purchased. Card Holder should keep photocopies of mail order transactions and screen prints of Internet transactions. The Card

Holder must keep all receipts or records of transactions and record such receipts or records on the Monthly CAL-Card Purchase Report.

CAL-Card receipts shall be kept until the transaction shows up on the bank statement. CAL-Card receipts shall be reconciled and attached with the Bank statement to the Monthly CAL-Card Report.

If the receipt is lost, the Card Holder must submit a missing receipt form outlining the date of purchase, description, and vendor name and expenditure amount.

**(Note: Excessive instances of lost receipts, i.e., three times per year, will result in the CAL-Card being revoked).**

#### 4-5 BANK STATEMENTS

At the close of each monthly billing cycle, each Card Holder will receive an individual bank statement. The Card Holder reviews the bank statement for accuracy and reconciles the statement with the Monthly Cal-Card Purchase Report, receipts and transaction records. **Within five (5) working days** from receipt of the bank statement, the Card Holder will approve, sign and date the bank statement and the Monthly CAL-Card Purchase Report and forward to the Approving Official.

Card Holders may access their account online to view and print a copy of their statement after the end of the monthly billing cycle (22<sup>nd</sup> of each month).

The Approving Official will review the Monthly Cal-Card Purchase Report, receipts and transaction records for appropriateness of charges and complete documentation. The Approving Official will sign the Monthly Cal-Card Purchase report and forward the packet to the Billing Official.

##### 4-5.1 Disputes

If an item is to be disputed, the Card Holder must contact CAL Card within 15 days of after the date of the statement. The easiest most preferred method is for the Card Holder to use the online feature to dispute the transaction. In some cases, the Card Holder will be prompted to print the online form, sign it and fax it to U.S. Bank. The Card Holder must attach a copy of the print screen or the printed online form with the monthly bank statement.

Alternatively the Card Holder can call customer services. If the Card Holder chooses to call customer services to report a dispute, a form will be sent to the Card Holder for their signature. This form must be signed and returned within 60 days or the County will be responsible for the amount.

#### 4-5.2 Documentation

The Card Holder must attach documentation to the Monthly CAL Card Purchase Report for each disputed item and attach supporting documents, if necessary and applicable. Supporting documentation may include copies of postal receipts for returned merchandise, credit vouchers, or the front and back of a canceled check for proof of payment by another means.

The most common disputes are described below:

#### 4-5.3 Unauthorized Mail/Telephone/Internet Order

This reason should be used for unauthorized telephone, mail order or Internet transactions. If a sales slip is signed or imprinted with the Card Holder's card, this reason does not apply.

#### 4-5.4 Duplicate Processing

This reason is used when a transaction has been billed more than once to an account. The amounts must be the same. The Card Holder must provide the transaction details of the original billing, such as dollar amounts, a transaction date, etc. A copy of the monthly bank statement on which the billings occur and a copy of the original sales receipt should also be forwarded to the bank.

#### 4-5.5 Merchandise Not Received

This reason is used when the goods were not received or were paid by other means. The Card Holder should attempt to resolve the dispute with the vendor. The Card Holder should detail this attempt and provide the date of expected delivery of service or merchandise. If the goods or services were paid by another means, a copy of the payment document (front and back of a check, warrant, personal credit card receipt, etc.) must be provided. In the event merchandise was cancelled, full details should be provided, such as why the transaction was cancelled and date of cancellation.

#### 4-5.6 Merchandise Returned

In the event merchandise was returned and a credit has not yet been posted, the Card Holder should describe the reason for returning the merchandise and the date the item was returned. A copy of the reference number of the monthly statement, postal, UPS, or other official receipt proving the merchandise was returned should be forwarded.

#### 4-5.7 Credit Not Received

This reason may be used when the Card Holder has received a credit voucher or written refund acknowledgment from the vendor, but the credit has not been posted to the Card Holder's account within 30 days from the date on the voucher or acknowledgment. The Card Holder acknowledges participation in the transaction, but the goods were returned or the service was cancelled. The Card Holder should state the amount of credit they are expecting and provide a copy of the credit voucher or acknowledgment letter with the billing paperwork.

#### 4-5.8 Alteration of Amount

This reason is used when the Card Holder participated in the transaction and the amount was altered without permission. The Card Holder must acknowledge the amount before alteration and a copy of the Card Holder's copy of the sales draft must be provided to support this reason. The amount of the credit would be the difference between the amount before alteration and after alteration. The sales draft copy should be forwarded with the billing paperwork.

#### 4-5.10 Inadequate Description or Unrecognized Charge

In the event the Card Holder does not recognize the transaction description, the Card Holder should request that U.S. Bank supply a copy of the sales draft due to inadequate description or unrecognized charge. This should be requested only after reviewing supporting documentation and ensuring that a merchant description or location error has not occurred.

In the event the vendor's processing bank cannot provide a copy within Visa® allotted time frames, the Card Holder's account will be credited until such time as a valid draft is received. If US Bank provides the copy and the Card Holder determines that a valid dispute exists, the Card Holder must dispute the item using the online dispute feature or calling customer service at US Bank.



#### 4-5.11 Copy Request

This reason should be used when the Card Holder recognizes the charge, but requires a copy of the sales draft for their records. The Card Holder should be encouraged to keep all supporting documentation as evidence of their purchase.

#### 4-5.12 Not as Described

This reason is used when the Card Holder claims goods or services were not received as described. The written document of what was to be delivered must be different from what was actually delivered. It is important that the sales draft specifically describe what was purchased. In a telephone order situation, the verbal description is considered the “document characterization.” The Card Holder must explain how the verbal description was different from what was actually received. An attempt must be made to return the goods. If merchandise was returned, proof of such return should be forwarded with a copy of the bank statement.

#### 4-5.13 Card Holder Dispute

This reason should be considered only after reviewing other specific dispute reasons. This reason requires that the Card Holder attempt a resolution with the merchant. A complete description of the problem and the attempted resolution should be provided with the Monthly Bank statement along with a copy of the sales slip and a copy of the Card Holder’s Bank statement on which the transaction appears.

#### 4-5.14 Other Dispute Reasons

In the event the reasons discussed above do not fit the Card Holder’s dispute circumstances, the Card Holder should submit a copy of the bank statement and a detailed letter of the circumstances of the dispute. References should be made to any contact with the vendor, names, telephone numbers, etc., that would be helpful in research of the dispute.

## **5. PROCEDURES – APPROVING OFFICIAL (AO)**

### **5-1 RESPONSIBILITIES**

As the Approving Official for a Card Holder group, the Approving Official is responsible for making certain that all purchases were appropriate and within CAL Card and County guidelines. Approving Officials are responsible for the following:

### 5-1.1 Reconcile Card Holders Statements of Account

**Within five (5) working days** after receiving a completed Card Holder bank statement from all Card Holders, review each Monthly CAL-Card Purchase Report to be sure all receipts are included, and that the purchases were appropriate and within county guidelines. Verify that the transactions that are disputes are valid and agree with departmental procedures.

### 5-1.2 Approve Statements of Account

Sign and date each Card Holder Bank statement and deliver the completed statements with necessary attachments to the Billing Official for payment processing. A copy of the Monthly CAL-Card Purchase Report and Card Holder Bank statement should be kept on file for audit purposes.

Should an Approving Official not receive a Card Holder's bank statement, it is the AO's responsibility to contact the Card Holder. However, if a Card Holder had no CAL-Card purchase activity for that billing cycle, no Card Holder bank statement will be generated, unless adjustments for previously billed transactions are processed during that cycle.

## 6. BILLING OFFICIAL - PREPARATION OF A CAL-CARD CLAIM

### 6-1 General Information

Preparation of a CAL-Card claim is required for processing the payment. A Sonoma County Auditor-Controller "White Claim" is prepared for each monthly financial invoice (RO60 - Level 4 Financial Summary).

Payments must be processed in a timely manner (**within 45 days of date of invoice**) in order to avoid penalties, interest charges, or suspension of account. Suspension of the account means Card Holders for that department will not be able to use their CAL Cards. **If the department or agency's account is closed, the rest of the County's CAL Card Holders will not be able to use their CAL Cards until the delinquent amount has been paid.**

### 6-2 Procedure

Each month, a master account statement(s) will be sent to the Billing Official. Depending on the reporting structure that was set up within

the department, there can be more than one master account statement. The master account statements include summaries of all card holders under an approving official. These statements must be carefully reviewed to verify the receipt and acceptance of all charged items to the Card Holder's Bank statements.

Billing officials must use the master account statement as the official invoice. Individual card statements should not be used as the invoice. The master account statement must be paid in full within 45 days of receipt. Best practice is to pay the full statement amount, allowing any credits or disputed items to catch up on the following month's statement.

A "white claim" is prepared for the total amount of the master account invoice. A copy of the online dispute form and Notification of Invoice Adjustment (Attachment C) must be submitted if the amount paid is different than the amount of the invoice. Code each line with index code, sub-objects, and other coding as necessary. The invoice number from the financial statement will be used as the description in order to allow the bank to identify payment and to protect against duplicate payments.

If an item on the monthly statement is disputed, the Card Holder must have notified US Bank by either completing the online Dispute Form or calling Customer Services. Documentation must be attached indicating the reason and the amount of the disputed item. Documentation can be either an online print screen of the form, or the actual printed form. If the customer called customer service instead, they must attach a memo indicating the reason and the amount of the disputed item. Remove the cost of the disputed item from the statement/invoice, complete a Notification of Invoice Adjustment Form and prepare the claim for payment.

Attach the master account statements and all backup documentation to the claim. Have the Department Head or delegated authority, sign the claim and submit to the Auditor's Claims Division for processing.

## **7. PROCEDURES FOR OBTAINING A CAL-CARD**

### **7-1 Billing Official**

Prepare a Card Holder Request Form for each CAL-Card requested (Attachment D). Card Holders must be a permanent County employee that the Department Head has designated as needing a Cal Card. Specify the single transaction limit requested (not to exceed \$2,500,

amount determined by Department Head or designee) Specify a 30-day total transaction limit for each requested Card Holder.

Complete the name of the Approving Official for each requested Card Holder.

***(Note: A Card Holder cannot be his/her own Approving Official).***

Have the Card Holder Request Form approved and signed by the Department Head or designee and submit to the Agency Program Coordinator (Purchasing Agent). Billing Officials should keep a copy for their records as the information listed on the form is what U.S. Bank will use to verify the account.

#### 7-1-2 Purchasing Agent

The Purchasing Agent, or designee, will review Card Holder applications received, clarify or modify applications in conjunction with requesting Billing Official, and submit a Card Holder Application Request to the bank. New CAL-Cards will be mailed to the Purchasing Division who will distribute cards to each new Card Holder and provide training as required.

## **8. REPLACING OR CANCELLING CAL-CARDS**

8-1 There may be instances where it becomes necessary to replace CAL-Cards or obtain additional cards. Please follow the instructions below that apply:

### 8-1.1 Reporting Lost or Stolen CAL-Cards

- Card Holder will *immediately* contact the U.S. Bank. See section 11 for phone number. The card will be cancelled and a replacement card will be ordered.
- Card Holder will promptly notify Approving Official and Billing Official of the lost or stolen card.
- The Billing Official will notify the Purchasing Agent or designee (County Program Coordinator). The County Program Coordinator will receive and forward the replacement card.

### 8-1.2 Replacement of Defective Cards

If a CAL-Card needs to be replaced because it is worn out or defective, the Billing Official shall submit a request for a replacement card to the Purchasing Agent. A replacement card will typically be issued within five (5) days of notification.

#### 8-1.3 Cancel a Card Holder

When a Card Holder leaves a department or County employment, the Billing Official shall notify the Purchasing Agent who shall cancel the Card Holder's Account. The Card Holder or Approving Official should destroy the cancelled CAL-Card immediately. The card shall not be used by other staff.

#### 8-1.3 Replacing a Card Holder

The Billing Official shall submit to the Purchasing Agent an application form for the new Card Holder (Attachment D).

## **9 LEGAL REFERENCE AND AUTHORITY**

### 9-1 ORDINANCE AND RESOLUTIONS

The County of Sonoma authority to obtain goods and services is granted in Sonoma County Code Section 2-52 through 2-58 (County Ordinance No. 4654) and Board of Supervisors Resolution No. 95-0328. (REF: CAL-Card Concurrent Resolutions No. 99-1411 and No. 99-1550).

## **10. INFORMATION SOURCES**

U. S. Bank/I.M.P.A.C. Government Services - Customer Service  
P.O. Box 6346  
Fargo, ND 58125-6346  
Phone: 1-800-344-5696 Fax (701) 461-3910

Fraud Department – Available 24/7  
1-800-523-9078

Sonoma County Program Coordinator  
County Purchasing Agent  
(707) 565-2433  
Fax (707) 565-6107

Billing Office Contact  
Sonoma County Auditor-Controller

Supervising Accountant  
(707) 565-3271

**11. AUDIT OF DEPARTMENT RECORDS AND PROCEDURES**

Processed claims, including supporting documentation are scanned into the Auditor's Office Soft File system. Department records and prior year claims will be kept in accordance with the County's Records Retention Policy. These records are considered public record.

The Auditor-Controller may conduct periodic audits by department to ensure compliance with CAL-Card regulations and procedures.

## Cal Card Do's and Don'ts

Do's	Don't use for . . .
<p><i>Do use for:</i></p> <ul style="list-style-type: none"> <li>▪ Routine, allowable purchases for county purposes such as supplies for maintenance, repair or operations</li> <li>▪ Travel expenses, i.e., airline tickets, hotels and meals (for county business and within county guidelines)</li> </ul> <p><i>At the end of the cycle – 22<sup>nd</sup> of each month</i></p> <ul style="list-style-type: none"> <li>▪ Print your online bill and attach all itemized receipts and other required documentation and forward to your billing officer as soon as possible.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Alcohol</li> <li>▪ Bail and bond payments</li> <li>▪ Betting/track/casino/lotto</li> <li>▪ Building maintenance services</li> <li>▪ Cash advances, wire transfers, or money orders</li> <li>▪ Financial institutions/manual cash, auto cash, merchandise</li> <li>▪ Fines</li> <li>▪ Fixed Assets</li> <li>▪ Items not directly related to department services</li> <li>▪ Modular office furnishings</li> <li>▪ Nonfinancial institution/Foreign Currency, Money Orders, Traveler's Checks</li> <li>▪ Personal expenses</li> <li>▪ Printing or Reprographic Services</li> <li>▪ Professional services requiring a contract</li> <li>▪ Professional Development or Tuition Reimbursement items</li> <li>▪ Radio communication equipment</li> <li>▪ Securities, insurance</li> <li>▪ Splitting of purchases to circumvent transaction limits</li> <li>▪ Telephones or telephone services</li> <li>▪ Work performed on County owned or leased property</li> </ul>
Restricted Cal Card Purchases . . .	
<ul style="list-style-type: none"> <li>▪ Computer Hardware &amp; Software – only with advance approval from ISD, or other authorized department or agency management</li> <li>▪ Fuel – only for rental cars while on county business</li> <li>▪ Meals/food – only if meals or snacks fall within county guidelines</li> </ul>	

Please keep in mind that records regarding purchases made by Cal Cards are considered public records. Purchases made by county credit cards must be within the guidelines of county policies.



## ADMINISTRATIVE POLICY 3-2:

- A. Policy for Travel and Meal Reimbursements:
- B. Within County, Out of County (Within State), Out of State

Approved: Board of Supervisors

Authority: Auditor Controller

County Administrator

Resolution: 07-0762

Revised Date: 09/11/07

### I. Purpose

To establish criteria and approval authority for reimbursement of travel and meal expenses for County employees, Department/Agency Head/General Manager, Boards and Commissions and Elected Officials. This replaces Administrative Policy Manual section 3-2, which was adopted by the Board of Supervisors by resolution no. 89-2198. This policy is also being adopted to conform existing policy for all county employees to the travel reimbursement policy adopted by resolution # 06-0121, which implemented AB 1234, Stats. 2005, ch 700.

### II. Policy

Public funds shall be spent to pay actual and necessary travel expenses of County employees, Department/Agency Head/General Manager, Boards and Commissions and Elected Officials only in accordance with this policy. In the event expenses are incurred which exceed those listed in this policy, the cost borne or reimbursed will be limited to the costs that fall within this policy. No reimbursement for travel shall be paid from public funds for County employees, Department/Agency Head/General Manager, Boards and Commissions and Elected Officials except as authorized by this policy, and in conformance with adopted budgets. This policy shall also be subordinate to any other provisions of law pertaining to travel. This policy applies to any travel claim, notwithstanding the source of funding, including the management benefit allowance and textbook and tuition funds except as may be specifically contradicted otherwise in an applicable Memorandum of Understanding (MOU). Nothing within this policy restricts the Auditor Controller Treasurer Tax Collector Office from exercising its authority under State Statutes.

#### A. Travel Reimbursement Criteria

1. Types of occurrences for which expenses may be paid.

Travel and meal expenses may be paid only when they are incurred for the purposes of conducting official County business, representing the County in an official capacity, or for obtaining training or information directly beneficial to departmental operations.

The actual cost of travel should be reasonable, utilizing the least expensive methods available as determined by the appropriate Department/Agency Head/General Manager or designee, given the particular circumstances involved in each trip.



By Department/Agency Head/General Manager or designee approving the travel and meal reimbursement, it is assumed that the travel expenses incurred are considered reasonable and necessary by the Department/Agency Head/General Manager or designee.

2. Expenses that can be paid or reimbursed.

a. Transportation expenses.

Actual and necessary transportation expenses consist of the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements, using the most direct and time-efficient route, based on a determination by the appropriate Department/ Agency Head/General Manager or designee, given the particular circumstances involved in each trip. In addition, government or group rates shall be used when available. Personal vehicle mileage costs will be reimbursed based on the provisions of the current applicable salary resolution. A personal automobile mileage claim form must be completed and personal vehicle mileage costs will be reimbursed through payroll.

b. Lodging expenses.

Actual and necessary lodging expenses may be paid or reimbursed when travel on official County business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available or for expenses not associated with a conference, government rates must be requested, when available. Lodging rates that are equal to or less than government rates are assumed to be reasonable and reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the median retail price for lodging for that area shall be considered reasonable and reimbursable. By Department/Agency Head/General Manager or designee approving the lodging reimbursement, it is assumed that the lodging expenses incurred are considered reasonable and necessary.

c. Meal expenses.

Actual and necessary meal expenses, including gratuities, may be paid or reimbursed when traveling on official County business outside the geographical boundaries of Sonoma County, and should not exceed a maximum of \$90 each day per person. Receipts will be required to document meal expenses under this provision. This amount will be adjusted each year, effective on the date the Board of Supervisors approves the County budget, to reflect changes in the cost of living for Sonoma County in accordance with the Capital Personal Income (CPI) provided by the State Department of Finance by May 1 for calculation of the Prop 4 annual adjustment. The annual adjustment will be based on this area whether travel is within the area or not. The County Auditor-Controller Treasurer Tax Collector will maintain a record of any annual change in this amount and shall, each year notify the public entities for which this policy is adopted, by posting the new limitations on the County intranet and/or internet.

At the discretion of the Department/Agency Head/General Manager or designee, departments may elect to reimburse for meals utilizing an amount equal to or lesser than the Federal per diem rate. If a per diem rate is utilized, no receipts will be required for meal purchases.

If traveling in a group, an individual may cover the cost of meals for a group and claim reimbursement for the full amount. In this case, the number of people for whom the meal was purchased must be noted, along with their names, titles and a statement of the business purpose.

Expenses for alcoholic beverages will not be paid or reimbursed by the County.

d. Miscellaneous expenses.

Actual tolls, ground transportation, parking expenses, communications (fax, telephone, postage and copying/printing), and laundry costs for lengthy trips may be paid or reimbursed if considered reasonable and necessary and approved by the Department/Agency Head/General Manager or designee.

e. Other expenses.

Other actual and necessary expenses not listed in this policy may be paid for or reimbursed if considered reasonable and necessary and approved by the Department/Agency Head/General Manager or designee.

3. Expense report content and submission requirements.

All expense reimbursement requests must be submitted on an authorization for travel and expenses report form (expense reports). Expense reports must identify how the expenses relate to the conduct of County business and document that the expense in question met the requirements of this policy. Expense reports must be submitted within 60 days of return and must be accompanied by receipts documenting **each** expense. In some cases, receipts may not be readily available, such as for tips, parking meters, and bridge toll. In these limited instances, the employee may submit a substitute receipt or form, signed by the employee, certifying that the receipt was not available to submit. This substitute receipt or form will serve as the official receipt documenting the expense. Employees should make every attempt to obtain receipts for all travel expenses claimed.

**The above criteria apply for ALL travel reimbursement. Special requirements or exceptions are as follow:**

a. County employees.

County employees will obtain prior approval, on a County travel authorization form, from the Department/Agency Head/General Manager or designee for travel and meal reimbursements under this policy. Upon approval by

Department/Agency Head/General Manager or designee, employees will be reimbursed for expenses incurred.

b. Department/Agency Head/General Manager – appointed or elected

No prior approval is required. Department/Agency Head/General Manager can approve their own travel reimbursement claims within amounts included in their own travel budget.

c. Members of Boards/Commissions.

Members of Boards/Commissions can approve their own travel reimbursement claims within amounts included in their own travel budget. However, there is an additional reporting requirement for members of boards and commissions. At the next regular board or commission meeting at which the member is present, following any public expenditure on behalf of that member or expense for which a member is seeking reimbursement, the member claiming reimbursement shall briefly report on the conference or meeting(s) attended. Some Advisory Commissions may require additional approvals before incurring travel expenses.

B. Additional Meal Reimbursement Criteria for In County Meals/Snacks and Drinks

1. Reimbursement for meal expenses of Department/Agency Head/General Manager or designee, and Members of Boards/Commissions while conducting business within the County.

Department/Agency Head/General Manager or designee, and members of Boards/Commissions shall be reimbursed for meal expenses incurred while promoting the interests of Sonoma County within their particular areas of responsibility. Such expenses may include costs for persons who are not County employees but who are in a position to significantly affect the interests of the County.

Claims for such expenses shall include receipts supporting the reimbursement requested. In these cases, additional documentation must be provided with the request for payment as noted below under additional documentation related to in county purchases of food/drinks/snacks. By signing off as claimant on the request for reimbursement, the official is swearing to the facts justifying the expense under the provisions of this policy.

When multiple meals are claimed for a single day, the total amount reimbursed must fall within the amount approved by the limits established by this policy.

2. Reimbursement for meals/snacks for meetings of employee workgroup/advisory committees or events.

With Department/Agency Head/General Manager or designee approval, meals or snacks, purchased by the department, for staff, trainers, speakers, and subject matter experts required to attend trainings, meetings and events, which result in staff working during meal time, may be paid or reimbursed by the County. In the case when staff is working after normal work

hours, and it is more practical to provide meals than to have staff leave and return, meals may be paid or reimbursed by the County. The need to schedule meetings during mealtime should be necessary and extraordinary. In these cases, additional documentation must be provided with the request for payment as noted below under additional documentation related to in county purchases of food/drinks/snacks.

With Department/Agency Head/General Manager or designee approval, the cost for meals or snacks can be reimbursed when they are provided to advisory committees, oversight groups, volunteers, or others with direct influence or involvement with County programs or services. In these cases, additional documentation must be provided with the request for payment as noted below under additional documentation related to in county purchases of food/drinks/snacks.

3. Meals during emergency situations.

With Department/Agency Head/General Manager or designee approval, when employees and/or volunteers are required to work continually before, during, and after normal meal periods to respond to emergencies, the County may provide those employees with a snack or a meal, provided the amounts claimed are within the limitations of this policy. In these cases, a written explanation must be provided detailing the emergency situation, and additional documentation must be provided as noted below under additional documentation related to in county purchases of food/drinks/snacks.

4. Additional documentation related to in county purchases of food/drinks/snacks.

Every attempt should be made to provide as much documentation as possible when in county food/drinks/snacks are purchased for employees or others. At a minimum, a written explanation must be provided detailing the business purpose and the number of people these items were provided for. By Department/Agency Head/General Manager or designee approving the claim for reimbursement, it is assumed that the expenses incurred are considered reasonable and necessary.

C. Out of State Travel Criteria

Out of state travel, lodging and meal expenses incurred while on County business outside of the State of California shall be reimbursed on an actual cost basis. Such travel requests must state the purpose, dates, duration, and destination of the proposed trip. The position and name of the employee must be included. The estimated cost and funding sources must be identified. Requests must be justified with respect to a demonstrated need and expected benefit to the County.

1. Department/Agency Head/General Manager or Designee approval authority.

Department/Agency Head/General Manager or designee are authorized to approve the first two out-of-state trips in a fiscal year and actual cost reimbursements for travel, lodging, and meals for an employee (including the department head).

2. County Administrator approval required.

Approval by the County Administrator is required for the third out-of-state trip in a fiscal year (including the department head).

3. Board of Supervisors' approval required.

Approval of the Board of Supervisors is required for more than three out-of-state trips in a fiscal year (including the department head). Any requests for Board of Supervisors' approval requires a recommendation from the County Administrator.

4. Specific Sheriff Department Exemption.

In certain job assignments, Sheriff Department employees are required to travel out-of-state as a regular part of their duties. In these unique and special circumstances, the Sheriff shall have the authority to approve in a fiscal year three or more out-of-state trips per employee and the associated cost reimbursements for travel, lodging, and meals. Examples falling under this exception include the transportation of prisoners out of state (extraditions), significant criminal or civil investigations that require out of state travel, Court orders requiring department employees to testify out of state, and employee background investigations that require out of state travel to complete.



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Sheryl Bratton, 707-565-2421

**Supervisorial District(s):**

Countywide

**Title:** First Amendment to Legal Services Agreement between County of Sonoma and Hunton & Williams for Legal Services.

### **Recommended Actions:**

Authorize the Chair to execute a first amendment to the legal services agreement with Hunton & Williams to continue to retain their legal expertise in environmental liabilities in connection with the County's solid waste system and increase the not to exceed amount to \$75,000. (4/5 vote required)

### **Executive Summary:**

The County Counsel has retained the law firm of Hunton & Williams within his contracting authority (up to \$25,000), to advise the County on environmental issues related to the County's ownership and operation of the Central Disposal Site, various solid waste transfer stations and a number of former landfills. The firm's expertise is needed in connection with certain unfunded closure, post-closure, and other potential environmental liabilities arising from the solid waste facilities. Since County Counsel's authority to retain outside counsel is limited to a maximum of \$25,000 and based on the current status of landfill operations, County Counsel is recommending the Board approve an amendment to the existing legal services agreement to: increase the not to exceed amount to \$75,000; and retain Attorney's expertise services in environmental law related to the County's solid waste system.

### **Prior Board Actions:**

None

**Strategic Plan Alignment** Economic and Environmental Stewardship

This contract supports County Counsel's ability to protect the County's economic and environmental interests.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 75,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 75,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 75,000</b>	<b>Total Sources</b>	<b>\$ 75,000</b>

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

Costs associated with this agreement are included in the Transportation and Public Works-Refuse Division FY 12-13 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):**

**Attachments:**

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

First Amendment to Legal Services Agreement; Legal Services Agreement.



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Fire and Emergency Services

**Staff Name and Phone Number:**

Mark Aston, 565-1157

**Supervisorial District(s):**

1 and 5

**Title:** Authorize Lease Purchase for Two Fire Engines

### **Recommended Actions:**

Resolution authorizing the financing of two Fire Engines, and directing the County Fire Chief/Director Fire and Emergency Services to execute all necessary documents pertaining to the governmental lease agreement with First Municipal Leasing Corporation.

### **Executive Summary:**

The request before the Board is to approve the purchase and lease financing for two fire engines for County Fire.

County Fire needs to purchase two fire engines to replace two aging and unreliable apparatus for the Camp Meeker and Mayacamas Fire Service Areas (FSAs).

The engines to be replaced were originally purchased as used fire apparatus and have exceeded their effective service life. These engines have served their respective communities for many years; they have become unreliable due to ongoing mechanical issues, upcoming major repairs, and firefighter safety concerns. The payments for these repairs have been a financial burden on each of the fire companies. In addition, there are major repairs required for these engines to remain in service. The cost of these repairs exceeds the value of the apparatus, and repairs are not recommended.

Department staff, in coordination with the Auditor-Controller-Treasurer-Tax Collector, solicited lease agreement rates and the County Debt Manager recommended First Municipal Leasing Corporation.

Our research shows the outright purchase price for the two apparatus is approximately \$300,000.00, including warranties and sales tax.

First Municipal Leasing Company has submitted a lease purchase agreement with a payment schedule as



follows:

**Principal Lease Amount:** \$300,000

**Term:**10 Years

**Rate:** 3.620%

**Payment:** Semi-annual payments in the amount of \$18,162.44, in arrears, with the first payment being due on August 15, 2013.

Department staff has worked with General Services Fleet Operations Division to develop Type 3/4 Fire Engine specifications that are cost effective and which meet the needs of these FSAs and the greater County Fire area as well. Competitive bids for the procurement of the apparatus will be solicited by the General Services Department, Purchasing Division.

**Prior Board Actions:**

The Board has approved similar lease agreements in the past. Most recently on July 8, 2008, resolution number 08-0609 for a 10-year lease of fire apparatus for FSA The Sea Ranch for \$230,000. Similar resolutions would be: 06-0199, 02-0704 and 01-0630.

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

Functional apparatus protects the firefighters and enables enhanced emergency response to the public.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
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 lease does not have a 2012-2013 fiscal year budget impact. Lease payments will begin on August 15, 2013 and will be incorporated into the Fire and Emergency Services Department 2013-2014 budget. The semi-annual lease payments will be allocated as follows:

- 50% to be paid by Community Facilities District #7-Mayacamas.
  - 50% to be paid by CSA#40-County Fire for FSA Camp Meeker.
- FSA Camp Meeker has agreed to a 5-year modification to their agreement with County Fire

wherein the annual \$5,000 operational funding normally provided to the FSA will be applied to the fire apparatus lease agreement payment as a local contribution.

**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

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

First Municipal Leasing Corporation (FMLC) Financing Proposal  
 FMLC Amortization Schedule for the Financing Proposal  
 FMLC Sample Standard Lease Contract



# County of Sonoma

## State of California

Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California, to Adopt a Resolution Authorizing the Director of Fire and Emergency Services to Execute an Agreement with First Municipal Leasing Corporation to Purchase Two Fire Engines to be financed over 10 Years for an Amount Not to Exceed \$363,248.80.**

**Whereas,** Sonoma County Fire and Emergency Services has determined that a real need exists for the acquisition of fire apparatus for Fire Service Areas Mayacamas and Camp Meeker; and  
**Whereas,** Sonoma County Fire and Emergency Services has taken the necessary steps, including any legal bidding requirements under applicable law, in conjunction with Sonoma County General Services, Purchasing, to arrange for the lease purchase of two fire apparatus; and

**Whereas,** County Counsel will review the Agreement and negotiate appropriate modifications to the Agreement so as to assure compliance with state law and local statutory law, prior to execution of the lease purchase agreement by those persons so authorized by the Board for such purpose.

**Whereas,** the acquisition of the equipment, under the terms and conditions provided for in the Agreement, is necessary, convenient, in furtherance of, and will at all times be used in connection with the County's governmental and proprietary purposes and functions (except to the extent that subleasing of the equipment is permitted under terms of the Agreement) and is in the best interest of the County, and no portion of the equipment will be used directly or indirectly in any trade or business carried on by any person other than a governmental unit of the County.

**Whereas,** the County covenants that it will perform all acts within its power which are or may be necessary to ensure the maintenance of its legal status as being a duly organized and existing entity under the laws of the State.

**Now, Therefore, Be It Resolved** that the Board finds the terms of said lease purchase agreement to be in the best interest of the County for the acquisition of such apparatus and the Board designates and authorizes the Director of Fire and Emergency Services to execute the lease agreement and any related documents necessary to the consummation of the transactions contemplated by the lease agreement.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Gene Clark, General Services, 707-565-2463  
Julianne Kamplain, ACTTC, 707-565-3583

**Supervisorial 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:** New lease for the Enterprise Financial System Project for the County of Sonoma

### **Recommended Actions:**

Authorize the General Services Director, or his Deputy, to execute a lease with the Sonoma County Employee's Retirement Association (SCERA) for approximately 5,060 rentable sq. ft., for an initial rental rate of \$1.45 per sq. ft. per month (approximately \$88,045 per year), subject to adjustment as more particularly described in said lease, for an initial 3-year term plus options, in the building located at 433 Aviation Boulevard, Santa Rosa, CA and subject to the Board's approval to proceed with the Enterprise Financial System project.

### **Executive Summary:**

**Background:** Since 2005, the County has recognized the need to replace the existing, mainframe based, finance and budget systems with a new, non-mainframe based, integrated financial system to serve all the entities governed by the Board of Supervisors. On September 18, 2012, the Board of Supervisors approved staff recommendations to proceed with the Enterprise Financial System (EFS) project and directed staff to acquire the resources required to complete the system upgrade, including an estimated budget of \$200,000 to rent space for the first two years of the project. This requested action is subject to the Board's approval to proceed with the EFS project.

**Proposed EFS Lease.** ACTTC and General Services staff prioritized the location of project real estate because the EFS project is underway and working with critical implementation timelines. Staff initially searched for County-owned space to house the project team's 11.8 F.T.E. County employees and any vendors/consultants. However, staff determined that existing County-owned space would be inadequate for the project's implementation needs and that securing lease space would be required to accommodate the EFS team and the operational and training functions to be performed.

The ACTTC and General Services staff assigned to locate space judged the suitability of available space for all four stages of the EFS project schedule, which consists of: Discovery, Implementation, Mainframe

Transition, and end-user training. The following criteria were used to determine the most appropriate project space:

1. Immediate availability
2. 3,000 - 5,000 sq. ft. of congruent and compatible office space and training/conference rooms
3. Availability of a 3-year lease with options
4. Sufficient parking for increased occupancy during training
5. Easy access to main roads/freeways.
6. Ability to undertake and complete necessary tenant and system improvements expediently and within available budget.

After determining that 433 Aviation Boulevard fulfills all of the EFS project's requirements, Real Estate staff negotiated a lease with SCERA, the property's owner. The proposed terms are as follows:

**Premises:** Approximately 5,060 sq. ft. of office space located at 433 Aviation Boulevard, Suite 110, Santa Rosa. In addition to office space, the County may use the building's two conference rooms approximately 6-8 times per month and the SCERA Board room once per month for training and meetings.

**Initial Term:** Three years. The lease contains two, 6-month options to extend the initial term.

**Rent:** \$7,337 per month (\$1.45 per sq. ft.). However, rent would be waived for the first 2 months under the proposed lease. Rent would be subject to \$.10 per sq. ft. increases in years 2 and 3, raising the monthly rent to \$7,843 and \$8,349 respectively. \$1.45 per sq. ft. is a competitive rate and in line with comparable, available space in the County.

**Termination:** County may terminate the lease for any reason by providing 90 days' notice to the landlord, and a pro-rated early termination fee will be charged.

If the proposed action is approved, the County would receive free rent for the first two months of the lease (February and March, 2013), and the total rental payments for FY 2012-2013 would be \$22,011 (\$7,337 per month for April, May and June, 2013). The landlord would be responsible for all utility and janitorial service costs.

If the proposed actions are not approved, then County will be unable to provide adequate space for the project team and vendor, thereby jeopardizing the successful completion of the project.

**Recommendation:** Staff recommends that the Board authorize the General Services Director, or his Deputy, to execute a lease with the Sonoma County Employee's Retirement Association (SCERA) for approximately 5,060 rentable sq. ft., for an initial rental rate of \$1.45 per sq. ft. per month (approximately \$88,045 per year), subject to adjustment as more particularly described in said lease, for an initial 3-year term plus options, in the building located at 433 Aviation Boulevard, Santa Rosa, CA.

**Prior Board Actions:**

01-15-13 – Authorized the Clerk to publish a notice declaring the Board of Supervisors' intention to

enter into the subject lease.

09-18-12 – Authorized staff to proceed with negotiations for purchase and implementation of a new EFS with Ciber, Inc.; directed staff to include necessary position allocation and budgetary adjustment actions in the first quarter consolidated budget adjustments.

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

Investment in a new Enterprise Financial System to replace the current financial and budget systems will provide for improved fiscal responsibility, efficiency and accountability for the County of Sonoma.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 22,011.	County General Fund	\$ 22,011.
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 22,011.</b>	<b>Total Sources</b>	<b>\$ 22,011.</b>

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

Under the terms of the proposed lease, County would be provided a rental credit of \$14,674 (\$7,337 X 2 months) for the months of February and March, 2013. The estimated rental expense for the FY 2012-2013 would be a total of \$22,011 (\$7,337 X 3 months) for the months of April, May and June, 2013).

**Staffing Impacts**

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

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

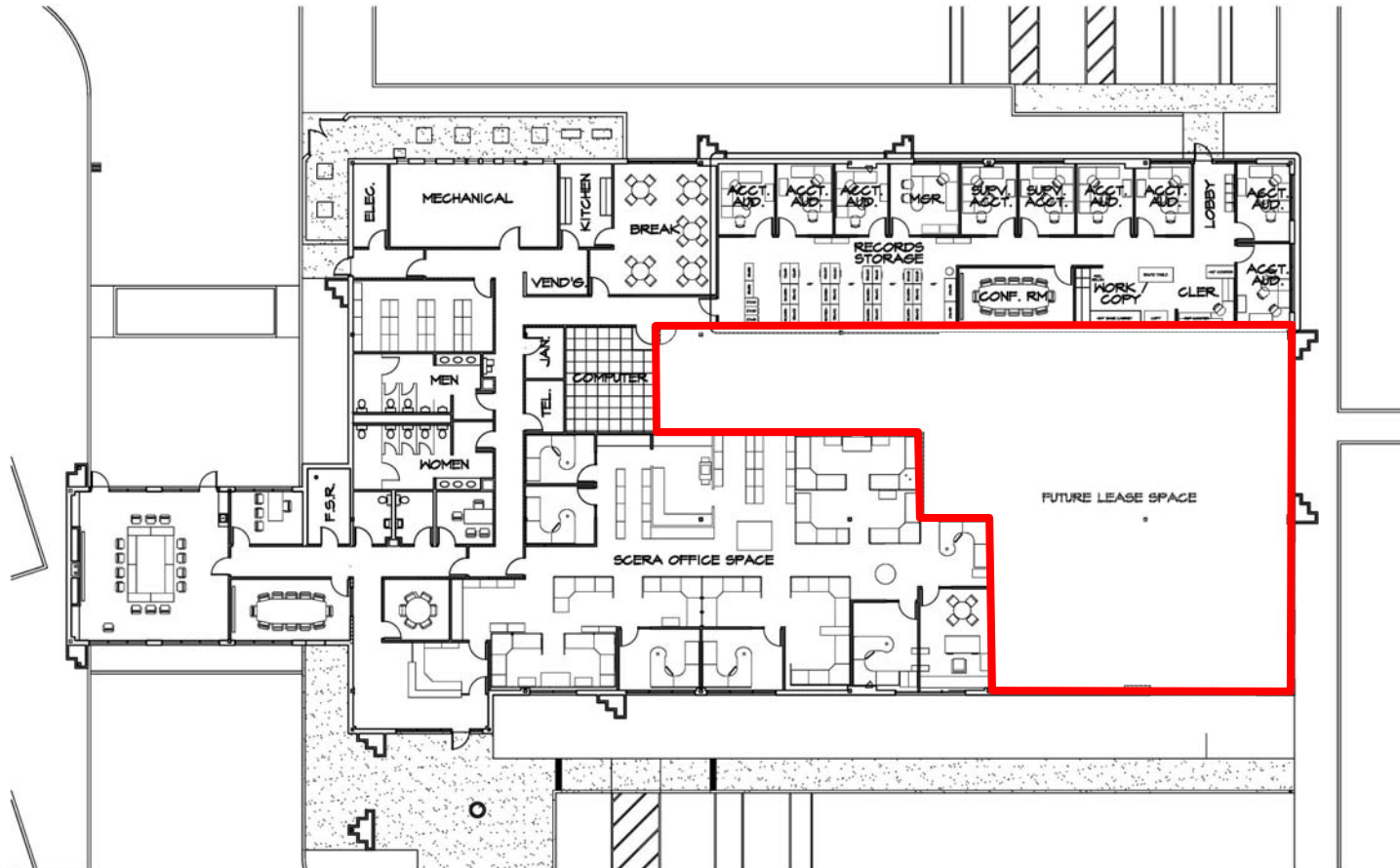
**Attachments:**

Diagram of proposed premises

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

Copy of proposed lease

**EXHIBIT A**



**SCERA and County of  
Sonoma Lease - EFS  
Project, 433 Aviation**





## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors and the Board of Commissioners

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services and Community Development Commission

**Staff Name and Phone Number:**

John D. Haig, 565-7508, Gene Clark 565-2978

**Supervisorial District(s):**

All

**Title:** Amendment and Assignment of Lease for Community Development Commission Offices

### **Recommended Actions:**

Authorize the General Services Director, or his Deputy, to execute an amendment subject to County Counsel review of the lease between Codding Enterprises, Inc. and County and to assign the lease to the Community Development Commission for the Community Development Commission's offices at 1440 Guerneville Road, Santa Rosa, in order to: (i) assign the Lease to CDC (Assignee); (ii) re-state the initial Lease term; (iii) provide Codding Enterprises the right, subject to CDC's right of first refusal, to recapture approximately 3,531 square feet of the Premises; (iv) redefine the premises comprised of approximately 9,400 square feet and specify monthly rent payments; (v) provide for additional options; (vi) perform tenant improvements; (vii) authorize the Executive Director of the CDC to accept the assignment of the lease, as amended, and to take any other required actions to effectuate this transaction.

### **Executive Summary:**

Background:

In 1992, the County of Sonoma General Services Department (County) negotiated and completed a real estate lease contract with Codding Enterprises, a California limited partnership (Codding), on behalf of the Sonoma County Community Development Commission (CDC) for office space located at 1440 Guerneville Rd., Santa Rosa CA. The County was a party to the lease contract, as Lessee, although the CDC assumed full financial responsibility for the lease payments. The County, on behalf of CDC, executed lease renewals and extensions of the lease through May of 2009, when the lease expired and the CDC entered into a holdover term on a month to month basis.

In response to the dissolution of the Redevelopment Agency and significant cuts in federal funding levels, the CDC recently reduced the number of its employees by 25%, leaving it in an office space that is larger than it needs, and is seeking other means to reduce operating expenses to ensure that it can



remain fiscally sound and continue to provide services to its clientele. Other than personnel costs, office space rent is the largest single expense of the CDC. The CDC therefore desires to reduce its office space from the current 12,931 square feet to 9,000 to 10,000 square feet. In 2012, the County, again on behalf of the CDC, issued a Request for Proposals (RFP) for approximately 9-10,000 square feet of office space located in the County, to establish the market for a lease and to ensure that the CDC had access to the best available lease pricing.

Ten responses to the RFP were received, and County and CDC staff visited all sites. A short list of potential locations was created, and meetings were held with those potential lessors. The Codding proposal to allow the CDC to “shrink in place” was evaluated as the best proposal economically in terms of both base rent per square foot and savings of relocation expenses. Negotiations for a new lease for the 1440 Guerneville Road location have resulted in the proposed lease presented to your Board for approval.

As the CDC is a separate legal entity, and authorized to negotiate and enter into leases for itself, General Services and CDC staff recommend that County assign its interest in the lease to CDC, subject to the approval by owner of the assignment, as a part of the attached Lease Amendment, and that CDC contract directly with Codding as Lessee under the Third Amendment to the lease. Assigning the lease directly to CDC allows CDC to work directly with the landlord on building and lease compliance issues utilizing CDC staff resources now available.

Under the terms of the amendment, the CDC will reduce its base lease footprint from 12,931 square feet to 9,400 square feet but will continue to occupy the full 12,931 square foot space until such time as Codding desires the surrender of the 3,531 square foot “remainder” space and subsequently completes tenant improvement work at its own expense to create a functional space for the CDC within the smaller footprint. CDC will retain a right of first refusal to lease the remainder space so that it can continue to use the full 12,931 square feet in the event that it experiences an increase in funding and staffing levels prior to the time Codding desires to rent the remainder space to another party. The base lease will be at \$1.50 per square foot for the 9,400 square feet, inclusive of utilities and all other expenses, reduced from the current lease rate of \$1.67 per square foot also inclusive of utilities. This will result in anticipated savings from total space rented, cost per square foot, and total lease costs, of approximately \$87,000 dollars per year for the reduced square footage when compared to the current month to month lease. CDC will pay only operating expenses of \$.60/square foot for the use of the remainder space from the inception of the new lease until such time as Codding may decide to require surrender of said space, for a net savings to CDC of \$64,000 annually during this interim period of time.

#### Recommendations:

Staff recommends that the Board authorize the General Services Director, or his Deputy, to execute an amendment of the lease between Codding Enterprises, Inc. and County and to assign the lease to the Community Development Commission for the Community Development Commission’s offices at 1440 Guerneville Road, Santa Rosa, in order to: (i) assign the Lease to CDC (Assignee); (ii) re-state the initial Lease term; (iii) provide Codding Enterprises the right, subject to CDC’s right of first refusal, to recapture approximately 3,531 square feet of the Premises; (iv) redefine the premises comprised of approximately 9,400 square feet and specify monthly rent payments; (v) provide for additional options; (vi) perform

tenant improvements; (vii) authorize the Executive Director of the CDC to accept the assignment of the lease, as amended, and to take any other required actions to effectuate this transaction.

**Prior Board Actions:**

1992- Approval of original lease with options for extension

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

The lease creates operational savings for the CDC which preserves funding for use on programs.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 70,500		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 70,500
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 70,500</b>	<b>Total Sources</b>	<b>\$ 70,500</b>

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

The CDC will realize a net savings from net reductions at the commencement of the lease amendment, which has been incorporated into the budget submission for this fiscal year.

**Staffing Impacts**

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

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

Not applicable

**Attachments:**

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

Copy of the proposed Lease Amendment



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-4700

**Supervisorial District(s):**

Countywide

**Title:** First 5 Sonoma County Preschool Program Contract Amendment

### **Recommended Actions:**

Authorize the Director of Health Services to execute the first amendment to an agreement with Community Child Care Council in an amount not to exceed \$30,000 and expanding the scope of work to include accreditation costs to child care providers, for a new not to exceed contract total of \$1,055,540, for the period February 21, 2012 to June 30, 2015.

### **Executive Summary:**

The First 5 Commission of Sonoma County (Commission) is an agency of the County with independent authority over its strategic plan and local special revenue fund. As required by ordinance, the Commission follows established County administrative procedures for processing its contracts through its administrative agent, the Department of Health Services (DHS). DHS requests Board authority to execute a contract modification with Community Child Care Council (4Cs) for the Value in Preschool (VIP) Program. The recommended action in this agenda item is consistent with the goals and objectives approved in the First 5 Sonoma County Strategic Plan 2011-2020.

The Commission is committed to providing preschool scholarships for low-income families to use at high quality early care and education sites. Numerous studies have linked three and four year olds attendance in high quality early care and education to improvement in school readiness and enhanced academic achievement in early grades. These early achievements, in turn, have been shown to reduce special education costs and increase high school completion rates.

The proposed amendment will expand 4Cs scope of work to include accreditation costs to child care providers. The accreditation process makes use of evidenced based tools to measure environmental quality and quality of the provider's teaching interactions for children. The process includes an independent assessment, development of quality improvement and professional development plans, and achievement of the goals outlined in these plans. The cost to providers undergoing accreditation ranges from \$1500 to \$2800, depending on type of facility and the number of children being served. This amendment increases the 4Cs contract total by \$30,000 from the current total of \$1,025,540 to a new contract total of \$1,055,540. The amendment will not amend the contract's existing term of February

21, 2012 to June 30, 2015.

*Current 4Cs Contract.* On October 25, 2011 DHS released a Request for Applications requesting applications from entities to implement a VIP program at high quality early care and education sites in targeted Sonoma County areas. Three proposals were received and evaluated by a review committee of First 5 Sonoma County Commissioners and advisors based on cultural competence, qualifications to build a network of high quality providers and manage a preschool scholarship program, evidence of collaboration with other community organizations, and outreach strategies to increase program visibility and attract additional scholarship funding from the community. Based on the evaluations of the review committee, on December 5, 2011, the Commission approved the selection of 4Cs to administer the VIP program.

On February 21, 2012 the Sonoma County Board of Supervisors approved a contract with the 4Cs to administer the VIP program. Through the 4Cs contract, preschool scholarships are provided to eligible low income children in Santa Rosa school attendance areas. 4Cs also manages family and child eligibility and enrollment in the program and facilitates payment to preschool providers. 4Cs excellent performance under the terms of the existing contract is reflected in the periodic progress reports it files with First 5 Sonoma County.

*4Cs Contract Amendment.* At its September 26, 2011 meeting, the Commission approved the amount of \$30,000 to be used for mini-grants to preschool providers in the VIP Program to achieve accreditation. The VIP Program began in 2012 with recruitment of providers, administration of the evidence based assessment tools, development of quality improvement and professional development plans, and the awarding of the first pre-school scholarships in the fall of 2012. The program is now sufficiently established and implementation of the accreditation mini-grant component is desired. Amending the 4Cs contract to include accreditation will improve the quality of preschool sites by supporting providers in the process of accreditation and secondly to provide scholarships to three and four year olds to get into these improved quality slots. Receipt of accreditation indicates that a preschool provides a high quality learning environment for children by offering an improved physical space, higher staff qualifications and enhanced curriculum above the thresholds set by licensing requirements. There is not only a return on investment for the scholarship child but also for all other children that enroll in an accredited preschool.

**Prior Board Actions:**

2/21/2012 – Approved a \$1,025,540 contract with Community Child Care Council of Sonoma County to administer the First 5 Preschool Scholarship Program for the period February 21, 2012 to June 30, 2015.

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

The mini-grants provided through this additional program funding will further improve the quality of early care and education sites in Sonoma County, thereby effecting improvements in school readiness and enhanced academic achievement in early grades.

<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 30,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 30,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 30,000</b>	<b>Total Sources</b>	<b>\$ 30,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
First 5 Sonoma County Special Revenue Fund has \$30,000 budgeted for the Community Child Care Council Value in Preschool Program. There is no contribution from the General Fund or use of Realignment.			
<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)
None			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Community Child Care Council contract modification number one.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			

**MODIFICATION NUMBER ONE OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND  
COMMUNITY CHILD CARE COUNCIL**

On February 25, 2012, the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") on behalf of the First 5 Sonoma County Commission (hereinafter "Commission") and Community Child Care Council, a California tax-exempt non-profit corporation, (hereinafter "Contractor") entered into a service agreement.

Pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

Provision 1.1, "Contractor's Specified Services," is hereby modified to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A.1 – Scope of Work" attached hereto and incorporated herein by this reference (hereinafter "Exhibit A.1"), and within the times or by the dates provided for in Exhibit A.1 and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A.1, the provisions in the body of this Agreement shall control.

Provision 2, "Payment," is hereby modified to read as follows:

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

Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B.1, provided, however, that payments to Contractor shall not exceed one million fifty five thousand five hundred forty dollars (\$1,055,540), without the prior written approval of County. Any balance remaining at the end of FY 11-12, FY 12-13, and FY 13-14 shall automatically be carried forward to the subsequent fiscal year. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Except as expressly amended herein, all terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, have caused this Amendment to be duly executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 201~~2~~.

**CONTRACTOR:**

  
\_\_\_\_\_  
Melanie Dodson, Executive Director  
Community Child Care Council

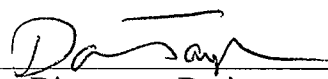
Date: 12/19/12

**COUNTY OF SONOMA:**

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

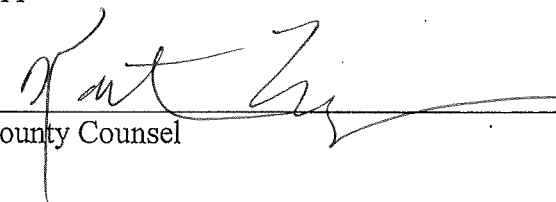
Date \_\_\_\_\_

Certificates of Insurance on File with and Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

Date 12/24/12

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

Date 1/23/13

## Scope of Work/Plan for Reporting Results

Covering period from February 21, 2012 - June 30, 2015

**Organization:** Community Child Care Council of Sonoma County (4Cs)

**Project Title:** *Preschool Scholarship Program – Value in Preschool (VIP)*

**Project Summary:** Provide Preschool Scholarships to eligible low income children in the Santa Rosa school attendance areas, including family/child eligibility and enrollment and payment to preschool providers. Recruit, assess, and support eligible high quality preschool programs to provide preschool for Preschool Scholarship recipients. Work with these high quality preschools to support their efforts to become NAEYC Accredited.

		<i>PERSON(S) RESPONSIBLE</i>	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
1. Develop bilingual English/Spanish VIP program materials including program handbook and brochure, and update annually as appropriate. a. Printing b. Distribution	February 21 2012 thru April 15, 2012  a. Annually as needed b. Ongoing	Lara MagnUSDottir	A. VIP handbook printed (Target=50/year) VIP brochures printed (Target=500/year) VIP handbook available online B. VIP handbook distributed (Target=50/year) VIP brochures distributed (Target=500/year) VIP brochure available online	Not Applicable
2. Develop bilingual English/Spanish Preschool Provider Application Materials	February 21, 2012 thru April 15, 2012	Lara MagnUSDottir	VIP Preschool Provider Application will be developed.	Not Applicable
3. Develop Subcontract for Gateway to Quality program to complete provider ERS & CLASS assessments.	February 21, 2012 thru April 15, 2012	Lara MagnUSDottir	Subcontract in place for FY 11-12, FY 12-13, FY 13-14 and FY 14-15	Not Applicable



		<i>PERSON(S) RESPONSIBLE</i>	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
4. Register as a National Association for the Education of Young Children (NAEYC) Accreditation Facilitation Project Site	Complete	Lara Magnussdottir	Two VIP preschool providers are NAEYC Accredited FY 2013-14  Two VIP preschool providers are NAEYC Accredited FY 2014-15	8% (4 out of 48) of VIP Preschool Providers are Accredited by NAEYC by 2014-15.
5. Develop bilingual English/Spanish VIP Program, Case Manager Tool Kit for Family/Child Enrollment including: a. Procedures for VIP Case Manager & Staff (part of program Tool Kit) b. Documents for Parent/Child (part of program Tool Kit)	March 1, 2012 thru March 30, 2012	Sandra Valencia	One VIP Program Case Manager Tool Kit will be assembled (includes Enrollment Procedures and Parent Documents for staff – originals will on-file in computer)	Not Applicable
6. Publicize VIP Program to targeted Preschool Providers and the larger provider Community. For example: bimonthly inclusion in 4Cs Provider e-newsletters, information on 4Cs website and Facebook page, and inclusion on the Sonoma County Child Care Association (SCCCA) website	March 1, 2012 thru June 30, 2015	Lara Magnussdottir	A minimum of six 4Cs e-newsletters each year contain information about the VIP program.  A minimum of two Sonoma County Association for the Education of Young Children (SCAEYC) Provider emails will include information about the VIP program each year.  A minimum of two Mentor Director Provider emails will include VIP information each year.  A minimum of twenty targeted phone calls to qualified providers each year.	Not Applicable

		<i>PERSON(S) RESPONSIBLE</i>	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
7. Recruit and Coordinate assessment of Preschool Providers in the eligible attendance areas	March 1, 2012 thru June 30, 2015	Lilly Watters	12 new VIP providers FY 2011-12 12 new VIP providers FY 2012-13 12 new VIP providers FY 2013-14 12 new VIP providers FY 2014-15	100% of providers' attain Environmental Rating Scale (ERS) average score of 5 with no score lower than a 3 100% of providers' Classroom Assessment Scoring System (CLASS) score of med-high
8. Establish bi-monthly VIP provider cohort meeting schedule and identify training topics, including parent engagement and Accreditation.	June 1, 2012 thru June 30, 2015	Lilly Watters	FY 2011-12 Two (2) VIP Provider cohort Meetings will be scheduled. FY 2012-2015, Six (6) VIP Provider cohort Meetings will be scheduled each fiscal year. Cohort meetings will be attended by: FY 2011-12 95% of VIP Providers.(11) FY 2012-13 – 95% of new providers (11), 70% of continuing providers (9) FY 2013 -14 - 95% of new providers (11), 60% of continuing providers (15) FY 2014 – 15 - 95% of new providers (11), 55% of continuing providers (20)	80% of VIP Cohort Participants report being “highly satisfied” with Cohort meetings based on quarterly survey provided at the meeting.  75% of VIP Cohort Participants indicate that they have implemented or done something new or different in their preschool programs based on the meetings through quarterly survey.
9. Provide technical assistance and support to VIP providers by phone, email and in person	March 2012 thru June 30, 2015	Lilly Watters	Count of calls, emails and. in person technical assistance provided.	Not Applicable
10. Create VIP Accreditation Mini Grant process in partnership with First 5	April 2013 – June 2013	Lara Magnusdottir & Melanie Dodson	Process and procedure will be in place to distribute mini-grant funds to VIP providers pursuing accreditation. Application form and progress documentation will be in place.	

		<i>PERSON(S) RESPONSIBLE</i>	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
11. Award Accreditation Mini-grants to VIP providers pursuing accreditation.	July 2013 – June 30, 2015	Lara Magnusdottir & Lilly Watters	<p>July 2013 – June 30, 2014 – 3 VIP providers apply for and receive an Accreditation Mini Grant (3 providers now receive mini grants out of a possible total of 36 providers)</p> <p>July 2014 – June 2015 3 additional VIP providers apply for and receive an Accreditation Mini Grant (Cumulative 6 providers now receive mini grants out of a possible total of 48 providers) (mini grants up to \$5,000)</p>	4 VIP providers will become accredited by June 2015.
12. Hold Accreditation Cohort meetings for VIP providers receiving Accreditation Mini-grants	July 2013 – June 30, 2015	Lilly Watters	<p>FY 2013-2015, a minimum of eight (8) VIP Accreditation cohort Meetings will be scheduled each fiscal year.</p> <p>Cohort meetings will be attended by: FY 2013 -14 - 100% of providers (3), FY 2014 – 15 - 100% of new providers (3), and one (1) continuing provider</p>	<p>75% of VIP Accreditation Cohort Participants report being “highly satisfied” with Cohort meetings as measured by surveys provided at the meetings.</p> <p>75% of VIP Accreditation Cohort Participants indicate that they have made progress on their accreditation plan based on information and support from the meetings, as measured by a survey.</p>
13. Enroll eligible family/children into the VIP Scholarship Program	May 1, 2012 thru June 30, 2015	Sandra Valencia	<p>Count of children who receive preschool scholarships (18 FTE) in FY 2012-2013</p> <p>Count of children who receive preschool scholarships (22.5 FTE) in FY 2013-14</p> <p>Count of children who receive preschool scholarships (30 FTE) in FY 2014-15</p>	85% of children complete the year of preschool at a high quality VIP preschool program the year prior to entry into Kindergarten.

		<i>PERSON(S) RESPONSIBLE</i>	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
14. Hold annual VIP Parent/Guardian Program Orientations and Program Exit Meetings to provide program information and family surveys.	July 2012 thru June 30, 2015	Sandra Valencia	Count of families participating in orientation meeting (100% target)  Count of families participating in exit meetings (80% target)  Count of families completing surveys (80% target)	Orientation Meeting: 100% of Parent/Guardians will identify, via survey, three strategies to participate in their child's education during the Preschool Year.  Exit Meeting: 80% of Parent/Guardians will identify, via survey, three strategies to participate in their child's education during the Kindergarten Year.
15. Provide Technical Assistance to VIP families by phone, email and in person	July 2012 thru June 30, 2015	Sandra Valencia	Count of calls, emails and in person technical assistance provided.	N/A
16. Conduct bilingual Parent Engagement workshops.	July 2012 – June 2015	Lara MagnUSDottir	A minimum of three bilingual parent workshops conducted each fiscal year.  A minimum of 15 VIP parents participate at each workshop.	70% of participants identify at least one parent engagement strategy they will implement during the preschool year.

		<i>PERSON(S) RESPONSIBLE</i>	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
<p>17. Work with First 5, the Community Foundation and others to increase program visibility and attract additional scholarship funding from the community.</p> <p>Preliminary work to include:</p> <p>a. Research Thomas Long Foundation Grants &amp; others</p> <p>b. Continue conversations with Contra Costa Children’s Council and others providing similar programs.</p> <p>c. Present VIP program information to the SR Chamber Workforce Development Committee &amp; others</p>	Feb 21, 2012 thru June 30, 2015	Lara Magnusdottir	<p>Final work plan developed by no later than Jan 31, 2013; ideally within 3 months of contract start date.</p> <p>Two lead funders recruited to champion the cause within 6 months of contract start date.</p>	Overall increase in number of preschool scholarships available. Target = 10% above contracted number (i.e., scholarships for 7 FTE slots) by end of contract period.
<p>18. Develop newspaper ads, billboards, radio interviews and other community support building activities.</p>		Lara Magnusdottir	<p>Count and type of media products released in the community.</p> <ul style="list-style-type: none"> <li>• 1 Published Newspaper article each fiscal year</li> <li>• 2 radio interviews per year</li> <li>• A minimum of four additional outreach events in collaboration with 4Cs ongoing outreach booths each year.</li> <li>• 1 billboard format publicity during the term of the contract</li> </ul>	N/A
<b>REPORTING, EVALUATION, AND COMMUNICATIONS - REQUIRED</b>				

		<i>PERSON(S) RESPONSIBLE</i>	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
19. Develop an evaluation plan for the project in consultation with First 5 staff and evaluators.	First quarter of contract	Lara Magnusdottir	Approved evaluation plan (Pathway to Results) in place.	N/A
20. Collect and maintain detailed demographic data on population(s) served	Ongoing	Lara Magnusdottir	Duplicated and unduplicated counts of population(s) served to include: #s of children 0-5 served #s of parents served #s of providers served  Gender, ethnicity, and primary language of <u>all</u> service recipients; and special need status of children served (due in Q4 and for Annual Report).	N/A
21. Prepare and submit timely progress reports in a format approved by First 5, including quarterly cumulative data summaries with client profiles. Cooperate in site visits, and participate in the Commission's evaluation processes which may result in modification to the work plan and/or documentation procedures, as agreed to by the Commission and contractor.	Quarterly	Lara Magnusdottir	Quarterly progress reports each year (due 4/30, 7/31, 10/31 and 1/31,) Quarterly progress reports will include monthly data as well as the narrative "story" about the successes, challenges and lessons learned during the reporting period. Quarter 4 (7/31) progress reports to include cumulative year-end data summary and analysis of demographics for recipients of service.	N/A

		<i>PERSON(S) RESPONSIBLE</i>	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
22. Acknowledge the funding and support received from First 5 Sonoma County in all communications with the public about the project or program as directed by the First 5 Sonoma County Communications Guidelines for Funded Programs.	Ongoing	Lara Magnusdottir	N/A	

**FY 11-12 BUDGET  
02/21/2012 to 6/30/2012**

<b>Description</b>	<b>First 5 Funding Requested</b>	<b>Funding from Other Sources</b>	<b>Total</b>
<b>Personnel</b> (Job title, % FTE, full-time salary)			
1. Dept Director – Resource & Referral .50 FTE \$57,990	12,178		12,178
2. Program Manager .60 FTE \$40,394	10,179		10,179
3. Program Manager – Case Mgmt .20 FTE \$40,394	3,393		3,393
4. Dept Director – Centers .05 FTE \$57,990		1,218	1,218
5. Dept Director – ECES .05 FTE \$57,990		1,218	1,218
6. Dept Director – Centers .05 FTE \$57,990		1,218	1,218
<b>Employee Benefits (Indicate %) ~18%</b>	4,672	622	5,294
<b>Materials and Supplies</b>			
1. Program Supplies	500		500
2. Provider & Parent Training Materials	500		500
3. Duplication of Materials for Providers & Parents	2,000		2,000
<b>Other Operating Expenditures</b>			
1. Preschool Scholarships	0		0
2. Subcontract for Assessments & Accreditation Bonuses	7,200		7,200
3. Staff Training – “Looking at CLASSrooms” for 4Cs Staff	750		750
4. Mileage	200		200
5. Rent/Telephone/Equipment Usage		850	850
<b>SUBTOTAL</b>	<b>41,572</b>	<b>5,126</b>	<b>46,698</b>
<b>Administrative Overhead/Indirect Costs</b> (Identify the specific costs included – <i>not to exceed 15%</i> )			
1. Administrative and Support Salaries & Benefits	5,722	706	6,428
2. Admin. Portion of Supplies, Advertising & Equip Maintenance	221	27	248
3. Admin. Portion of Telephone, Rent, Insurance, Consultants	1,395	171	1,566
<b>TOTAL</b>	<b>48,910</b>	<b>6,030</b>	<b>54,940</b>



**FY 12-13 BUDGET**  
**07/01/2012 to 6/30/2013**

<b>Description</b>	<b>First 5 Funding</b>	<b>Funding from Other Sources</b>	<b>Total</b>
<b>Personnel</b> (Job title, % FTE, full-time salary)			
1. Dept Director – Resource & Referral .50 FTE \$57,990	23,196	5,799	28,995
2. Program Manager .60 FTE \$40,394	24,236		24,236
3. Program Manager – Case Mgmt .20 FTE \$40,394	6,059	2,020	8,079
4. Dept Director – Centers .05 FTE \$57,990		2,900	2,900
5. Dept Director – ECES .05 FTE \$57,990		2,900	2,900
6. Dept Director – Centers .05 FTE \$57,990		2,900	2,900
<b>Employee Benefits (Indicate %) ~18%</b>	9,866	2,891	12,757
<b>Materials and Supplies</b>			
1. Program Supplies	662		662
2. Provider & Parent Training Materials	500		500
3. Duplication of Materials for Providers & Parents	1,000		1,000
<b>Other Operating Expenditures</b>			
1. Preschool Scholarships (18 FTE children at \$10k max)	180,000		180,000
2. Subcontract for Assessments & Accreditation Bonuses	7,200		7,200
3. Consultants (Trainers for Provider Cohort Meetings/Trainings)	1,000		1,000
4. Mileage	400		400
5. Rent/Telephone/Equipment Usage		2,010	2,010
6. Accreditation Mini Grants	30,000		30,000
<b>SUBTOTAL</b>	284,119	21,420	305,539
<b>Administrative Overhead/Indirect Costs</b> (Identify the specific costs included – <i>not to exceed 15%</i> )			
1. Administrative and Support Salaries & Benefits	10,202	2,948	13,150
2. Admin. Portion of Supplies, Advertising & Equip Maintenance	392	113	505
3. Admin. Portion of Telephone, Rent, Insurance, Consultants	2,487	719	3,206
<b>TOTAL</b>	<b>297,200</b>	<b>25,200</b>	<b>322,400</b>

**FY 13-14 BUDGET**  
**07/01/2013 to 6/30/2014**

<b>Description</b>	<b>First 5 Funding</b>	<b>Funding from Other Sources</b>	<b>Total</b>
<b>Personnel</b> (Job title, % FTE, full-time salary)			
1. Dept Director – Resource & Referral .50 FTE \$57,990	23,196	5,799	28,995
2. Program Manager .60 FTE \$40,394	24,236		24,236
3. Program Manager – Case Mgmt .20 FTE \$40,394	6,059	2,020	8,079
4. Dept Director – Centers .05 FTE \$57,990		2,900	2,900
5. Dept Director – ECES .05 FTE \$57,990		2,900	2,900
6. Dept Director – Centers .05 FTE \$57,990		2,900	2,900
<b>Employee Benefits (Indicate %) ~18%</b>	9,866	2,891	12,757
<b>Materials and Supplies</b>			
1. Program Supplies	500		500
2. Provider & Parent Training Materials	500		500
3. Duplication of Materials for Providers & Parents	1,000		1,000
<b>Other Operating Expenditures</b>			
1. Preschool Scholarships (22.5FTE children at \$10k max)	225,000		225,000
2. Subcontract for Assessments & Accreditation Bonuses	13,000		13,000
3. Consultants (Trainers for Provider Cohort Meetings/Trainings)	1,000		1,000
4. Mileage	400		400
5. Rent/Telephone/Equipment Usage		2,010	2,010
6. Accreditation Mini Grant			
<b>SUBTOTAL</b>	<b>304,757</b>	<b>21,420</b>	<b>326,177</b>
<b>Administrative Overhead/Indirect Costs</b> (Identify the specific costs included – <i>not to exceed 15%</i> )			
1. Administrative and Support Salaries & Benefits	10,881	2,948	13,829
2. Admin. Portion of Supplies, Advertising & Equip Maintenance	419	113	532
3. Admin. Portion of Telephone, Rent, Insurance, Consultants	1,943	719	2,662
<b>TOTAL</b>	<b>318,000</b>	<b>25,200</b>	<b>343,200</b>

**FY 14-15 BUDGET  
07/01/2014 to 6/30/2015**

<b>Description</b>	<b>First 5 Funding</b>	<b>Funding from Other Sources</b>	<b>Total</b>
<b>Personnel</b> (Job title, % FTE, full-time salary)			
1. Dept Director – Resource & Referral .50 FTE \$57,990	17,397	11,598	28,995
2. Program Manager .60 FTE \$40,394	24,236		24,236
3. Program Manager – Case Mgmt .20 FTE \$40,394	4,039	4,039	8,078
4. Dept Director – Centers .05 FTE \$57,990		2,900	2,900
5. Dept Director – ECES .05 FTE \$57,990		2,900	2,900
6. Dept Director – Centers .05 FTE \$57,990		2,900	2,900
<b>Employee Benefits (Indicate %) ~18%</b>	8,609	4,303	12,912
<b>Materials and Supplies</b>			
1. Program Supplies	500		500
2. Provider & Parent Training Materials	500		500
3. Duplication of Materials for Providers & Parents	1,000		1,000
<b>Other Operating Expenditures</b>			
1. Preschool Scholarships	300,000		300,000
2. Subcontract for Assessments & Accreditation Bonuses	20,000		20,000
3. Consultants (Trainers for Provider Cohort Meetings/Trainings)	1,000		1,000
4. Mileage	550		550
5. Rent/Telephone/Equipment Usage		2,010	2,010
6. Accreditation Mini Grant			
<b>SUBTOTAL</b>	<b>377,831</b>	<b>30,650</b>	<b>408,481</b>
<b>Administrative Overhead/Indirect Costs</b> (Identify the specific costs included – <i>not to exceed 15%</i> )			
1. Administrative and Support Salaries & Benefits	10,698	4,219	14,917
2. Admin. Portion of Supplies, Advertising & Equip Maintenance	411	163	574
3. Admin. Portion of Telephone, Rent, Insurance, Consultants	2,490	1,028	3,518
<b>TOTAL</b>	<b>391,430</b>	<b>36,060</b>	<b>427,490</b>

**CUMULATIVE BUDGET**  
**2/21/12 - 6/30/2015**

<b>Description</b>	<b>First 5 Funding</b>	<b>Funding from Other Sources</b>	<b>Total</b>
<b>Personnel</b> (Job title, % FTE, full-time salary)			
1. Dept Director – Resource & Referral .50 FTE \$57,990	75,967	23,196	99,163
2. Program Manager .60 FTE \$40,394	82,887		82,887
3. Program Manager – Case Mgmt .20 FTE \$40,394	19,550	8,079	27,629
4. Dept Director – Centers .05 FTE \$57,990		9,918	9,918
5. Dept Director – ECES .05 FTE \$57,990		9,918	9,918
6. Dept Director – Centers .05 FTE \$57,990		9,918	9,918
<b>Employee Benefits (Indicate %) ~18%</b>	33,013	10,707	43,720
<b>Materials and Supplies</b>			
1. Program Supplies	2,162		2,162
2. Provider & Parent Training Materials	2,000		2,000
3. Duplication of Materials for Providers & Parents	5,000		5,000
<b>Other Operating Expenditures</b>			
1. Preschool Scholarships	705,000		705,000
2. Subcontract for Assessments & Accreditation Bonuses	47,400		47,400
3. Consultants (Trainers) and Staff Training	3,750		3,750
4. Mileage	1,550		1,550
5. Rent/Telephone/Equipment Usage		6,880	6,880
6. Accreditation Mini Grants	30,000		30,000
<b>SUBTOTAL</b>	1,008,279	78,616	1,086,895
<b>Administrative Overhead/Indirect Costs</b> (Identify the specific costs included – <i>not to exceed 15%</i> )			
1. Administrative and Support Salaries & Benefits	37,503	10,821	48,324
2. Admin. Portion of Supplies, Advertising & Equip Maintenance	1,443	416	1,859
3. Admin. Portion of Telephone, Rent, Insurance, Consultants	8,315	2,637	10,952
<b>TOTAL</b>	<b>1,055,540</b>	<b>92,490</b>	<b>1,148,030</b>



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 18**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-4700

**Supervisorial District(s):**

Countywide

**Title:** Community Health Multimedia Campaign Contract

### **Recommended Actions:**

Authorize the Director of Health Services to execute an agreement with Rural California Broadcasting Corporation, dba KRCB North Bay Public Media for the Dialogue on Community Health Multimedia Campaign for the period January 29, 2013 to January 31, 2015 in an amount not to exceed \$225,000.

### **Executive Summary:**

The Sonoma County Department of Health Services (DHS) convened Health Action in 2007 as a catalyst to improve the health of the community. Health Action is a partnership of local leaders, organizations, and individuals committed to creating a healthier community through collective action. In its recent Action Plan 2013-2016, DHS is identified as the "backbone" support for Health Action. In this capacity, DHS provides critical elements of support including "continuous communication," defined as consistent and open communication community-wide to build trust, assure mutual objectives, and recognize common motivation. In addition to the responsibilities highlighted in the Health Action plan, the Department's recently completed Strategic Plan includes a specific Communications component with goals such as reaching all Sonoma County residents, building awareness of health determinants, and increasing community participation in health services.

In order to accomplish the large scale social change envisioned by DHS and Health Action, two critical outcomes must be achieved: the community must have a broad understanding of the underlying causes and social determinants of health, and influencing organizations, such as the County and service providers, must encourage citizen engagement, involvement, and commitment to take action. To help accomplish this, DHS has identified the need to carry out various educational and media campaigns.

The attached contract with KRCB, Sonoma County's local public broadcasting corporation, provides for a broad multi-year and multi-platform media campaign related to Health Action's 10 Goals for a healthy community. Specifically, KRCB will develop and carry out a multi-media campaign that advances a conversation on community health and well-being based on a broad understanding of social determinants of health as captured in Health Action's goals and objectives and the National Prevention

Strategy. This campaign will engage the public, business leaders, community leaders, and elected officials and will utilize television, internet, radio, and social media to target different communities including, but not limited to, Spanish speakers, seniors, and low-income residents.

Over the course of two years, KRCB will produce a quarterly television series; 30 internet-based videos; a bi-weekly radio program, and carry out a continuous social marketing effort. The selection of topics for the 8 half-hour magazine-style television programs will closely follow the 10 goals established by Sonoma County's Health Action Plan. In addition, where possible and known, the order of selection of the goals will be influenced by major Health Action milestones relative to each goal. For example, with sufficient lead time, the episode which focuses on the goal "Sonoma County residents enjoy good mental health" could coincide with the launch of a major activity relative to the goal.

The topic of each television program will in turn serve as an anchor for the additional media and community activities in that time period. Elements of the television program will be screened with community members, stakeholders, and other relevant audiences. The discussion and input from those meetings, as well as additional community work and conversation on the particular topic, will serve to "feed" content to the radio programs, the television short form programs, and the social media effort. In this fashion, saturation across media platforms will be achieved, exposing a larger portion of the populations to the critical health issues and associated Health Action goals and efforts. Using this approach, KRCB production and journalism staff will be continuously exposed to and informed by active community discussion, thus keeping the reports relevant, current, and reflective of "where the community is," a best practice highlighted in the recently completed report by DHS on Community Engagement.

KRCB was selected to carry out this work based on the results of a competitive proposal process. A Request for Qualifications (RFQ) to carry out a community health multimedia campaign was released on September 14, 2012. KRCB, a local public broadcasting corporation, submitted the sole response to the RFQ. An evaluation committee reviewed the response and determined that KRCB is well-suited and possesses the necessary capabilities to perform the work. The primary factors in KRCB's selection were their demonstrated successful prior work, experience with similar campaigns, and local community knowledge.

The contract is for a two-year term beginning January 29, 2013 and ending January 31, 2015, for an amount of \$225,000. For a portion of the work performed on the contract, KRCB will sub-contract with KBBF. Funding for the contract is included in the Department's budget and no additional funding appropriation is requested. KRCB proposes to include approximately \$314,000 worth of in-kind contributions to carry out this project. These in-kind contributions consist primarily of air-time, which has a value of \$280,000 over the term of the contract.

**Prior Board Actions:**

None

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

Through the efforts of the community health multimedia campaign, Sonoma County residents will have an increased awareness and enhanced understanding of the underlying causes and social determinants of health in Sonoma County.

<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 46,875	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 46,875
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 46,875</b>	<b>Total Sources</b>	<b>\$ 46,875</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
Total contract amount is \$225,000, FY 12-13 - \$46,875, FY 13-14 - \$112,500, and FY 14-15 – 65,625. Funding for the contract is included in the Department’s budget and no additional funding appropriation is requested.			
<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>			
N/A			
<b>Attachments:</b>			
Agreement with Rural California Broadcasting Corporation, dba KRCB North Bay Public Media			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

COUNTY OF SONOMA  
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the Rural California Broadcasting Corporation, dba KRCB North Bay Public Media, a California non-profit corporation, (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified social marketing Contractorexperienced in marketing and communications and related services; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to employ the services of Contractor to broaden community understanding of the underlying causes and social determinants of poor health.

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 – Scope of Work" attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), 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. Contractor shall cooperate with County and County 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. County 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 County shall not operate as a waiver or release. If County determines that any of Contractor'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 Contractor to meet with County 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 County, 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 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. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 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 on a time and material/expense basis in accordance with the budget set forth in "Exhibit A", provided, however, that total payments to Contractor shall not exceed \$225,000, without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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 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, County 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

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, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.1 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. Term of Agreement. The term of this Agreement shall be from January 29, 2013 to January 31, 2015, 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 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, County may immediately terminate this Agreement by giving Contractor 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, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, 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 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 Contractor.

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 Health Services

Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

4.6 Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.15, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor 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 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 County 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 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 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, Contractors, 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 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 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 County.

## 9. Representations of Contractor.

9.1 Standard of Care. County 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 County 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 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, 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 County.

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 County 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 County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County 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 County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

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 County, 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 County 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 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. 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 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 Contractor in connection with this Agreement. Contractor 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. 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 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. 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 County.

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, Contractors, 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, Contractor 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. 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 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 Contractor.

9.13 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.15 shall survive termination of this Agreement.

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: Peter Rumble, Director  
Health Policy, Planning and Evaluation Division  
Sonoma County Department of Health Services  
490 Mendocino Avenue, Suite 202  
Santa Rosa, CA 95401  
707-565-6610  
[peter.rumble@sonoma-county.org](mailto:peter.rumble@sonoma-county.org)

TO: CONTRACTOR: Nancy Dobbs, President and CEO  
KRCB North Bay Public Radio  
5850 Labath Avenue  
Rohnert Park, CA 94928  
707-584-2000  
[nancy\\_dobbs@krbc.org](mailto:nancy_dobbs@krbc.org)

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. Contractor 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. Contractor 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.

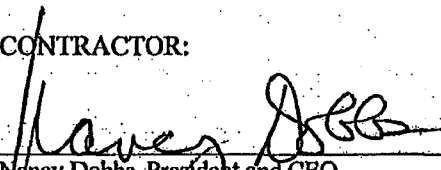
13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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.

CONTRACTOR:

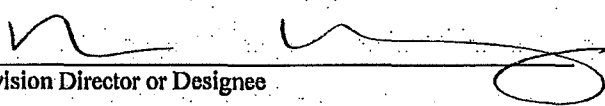
  
\_\_\_\_\_  
Nancy Dobbs, President and CEO,  
Rural California Broadcasting Corporation, dba KRCB

Date 4/10/12

COUNTY OF SONOMA:

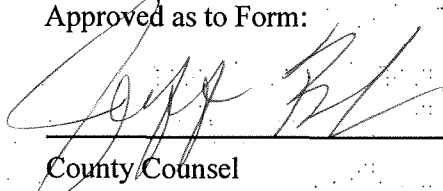
\_\_\_\_\_  
Date \_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

Certificates of Insurance on File with and Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

Date 1/16/13

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

Date 4/18/13

## **Exhibit A Scope of Work**

### **The Rural California Broadcasting Corporation, DBA KRCB North Bay Public Media Dialogue on Community Health**

This project will frame a conversation on community health and well-being based on a broad understanding of social determinants of health as captured in Health Action's goals and objectives and the National Prevention Strategy. This effort will engage the public, business leaders, community leaders, and elected officials and include efforts via television, the web, radio, and social media which will target different communities including but not limited to Spanish speakers, seniors and low-income residents.

In order to accomplish the large scale social change envisioned by Health Action and the Dialogue on Community Health, two critical changes must occur: 1) a broad understanding by the community of the underlying causes and social determinants of poor health; and 2) an understanding that citizen engagement, involvement, and commitment, along with collective action by agencies is key to creating large scale change.

KRCB's approach will gather all sectors of the community to focus and understand social determinants and their role in contributing to social change by using the following tools and techniques:

- Stories re-purposed specifically to communicate with elected officials, with presentations at appropriate venues.
- Close work with trusted, experienced community partners who will take the video and audio products to community meetings and gatherings. These meetings will serve to stimulate community dialogue and change, provide feedback to producers including new information, insight and fresh stories of dialogue and change.
- Continued close participation in HAC work
- Effective marketing and cross promotion across all media community platforms

## **Deliverables**

### Television Series

The first phase of the project scope is a television series engaging local residents on rotating health topics. Eight half-hour magazine style television programs that closely follow the 10 goals established by Sonoma County's Health Action Plan will be the focus for this series. With sufficient lead time, programs could coincide with the launch of a major activity by Health Action.

The television series have a single host, with up to three segments per episode. The types of segments used will be "verite" documentary pieces, reporter packages, in-studio interviews, community conversations, profiles and investigative reports. The series will begin to air on May 30, 2013, and will continue to air once per quarter over the two-year term of the agreement.

The process for production will be as follows:

1. Topic selection determined by editorial meeting to discuss documentary opportunities, review input from community partners and health champions, identify potential interviews subjects/profile candidates, schedule shoots and develop marketing strategy.
2. Scripting of host intros, outros and segments, interview shoots, location b-roll, recording in-studio segments and marketing.
3. Editing, increase marketing and promotion online and air, airing shows on television, posting shows on website within a week of airing.

*Budget:* \$83,598 (\$10,449.75 per episode)

### Internet Video Series

The second phase of the project will be an internet series that will support the messages and topics of the television series, emphasizing community perspective. The first of the internet videos will be online in March of 2013 and at least one month per month thereafter, with a series total of twenty-four episodes.

Highlights of production for this series are as follows:

- Topic selection determined by editorial committee to gather stories, with input from community partners and health champions
- Serve as an ongoing community conversation on topics that will serve as fodder for the Radio Series

*Budget:* \$44,790 (\$1,866.25 per episode)

### Scheduled Radio Reports

This phase of the project will support and complement the television and web videos series. Radio reports will air bi-weekly beginning in March of 2013, and will expand to a weekly feature by the end of the first year, with a total of seventy-six radio reports.

Highlights of production for radio reports are as follows:

- Topic selection determined by editorial committee to gather stories, with input from community partners, conversations, health champions.
- KRCB radio staff will draw from interviews and other material gathered for the production of other videos, as well as local and visiting writers and scientists and other sources to create information rich radio reports.
- Devote two segments per month on the daily feature, “The North Bay Report
- Prepare scripts and interviews for KBBF to facilitate translation and re-recording of report in Spanish for broadcast to their listeners.
- Slot bi-weekly radio programs into “Morning Edition” and “All things Considered” broadcasts on Wednesdays and Fridays.

*Budget:* \$38,274 (\$503.60 per report)

### Social Marketing

KRCB will develop a social media marketing campaign to gain awareness and increase engagement surrounding the importance of building and maintaining a healthy community. The social marketing/on-air promotional campaign will launch in March of 2013.

Highlights of the campaign include:

- Engage community via Facebook, Twitter and Google Plus
- Social media platforms will be used to promote television and radio series
- Content will include sharing option for users and other option

*Budget:* \$53,838 (\$2,243.25 per month)

### Evaluation

KRCB will hire, as a subcontractor, Patricia Bowie of the Los Angeles Magnolia Project. Ms. Bowie will work closely with KRCB and our community partners in the development of our measurement tools, how to administer them and provide regular feedback on our progress as we continually gather information throughout the project.

The evaluation methodology introduced by Patricia Bowie is a participatory research model, one that “measure what matters” in terms of impacting what matters social change that takes place in local communities. This evaluation tool is being used in a large scale community change efforts such as “Magnolia Place” in Los Angeles, an effort that mirrors the boldness of Sonoma County’s Health Action Vision.

Evaluation of KRCB’s ability to have an impact in raising the level of awareness of Health Action, as well as being a catalyst for positive behavioral change in communities will be a multi-pronged effort Quantitative as well qualitative data will be collected over the course of two years on an ongoing basis. The evaluation methodology allows for KRCB as well as partner agencies to assess our success.

Meetings with our evaluating consultant, Patricia Bowie, will continue on a quarterly basis with additional hours added towards the end of the two year period to assemble a final report. Interns from Sonoma State University and Santa Rosa Junior College statistical methodology classes will support this work.

*Budget:* \$4,500

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*Total Budget:* \$225,000

Any changes to the deliverables schedule must be approved in writing by the Health Policy, Planning and Evaluation Division Director.

**Exhibit B**  
**County of Sonoma Contract Insurance Requirements**

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

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

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

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

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 Insurance Services Office (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. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its Officers, Agents and Employees** shall be 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 the 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 Insurance:*
  - 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. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

### **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:  
9000-13-KRC-PM-008.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Health Policy, Planning and Evaluation Division, 490 Mendocino Avenue, Santa Rosa, CA 95401
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. 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.

### **6. Policy Obligations**

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

### **7. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, 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

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

**Agenda Item Number: 19**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-4700

**Supervisorial District(s):**

Countywide

**Title:** Volunteer Center of Sonoma County Agreement

### **Recommended Actions:**

Authorize the Director of Health Services to execute an agreement with the Volunteer Center of Sonoma County to provide information and referral services for the period February 5, 2013 through December 31, 2014 in the amount of \$80,000.

### **Executive Summary:**

211 Sonoma County (211), a project led by the Volunteer Center of Sonoma County (Volunteer Center), provides critical information and referral services to Sonoma County individuals and families in need, connecting them to a broad range of services such as emergency food and housing and help in addressing critical medical and dental needs. The Volunteer Center is currently seeking national accreditation for 211 Sonoma County by the Alliance of Information and Referral Systems (AIRS), which serves as the primary national standard for quality assurance and excellence among 211 systems.

In Sonoma County, a significant number of people are facing difficult challenges including lack of health care, homelessness, drug and alcohol abuse, financial instability, and joblessness. Compounding these challenges are cutbacks to non-profit service providers due to the economic recession. The data collected through 211 reflects a growing need for services and referrals throughout the County. In the first six months of 2012, call volume for 211 averaged 50 percent higher per month than the year before.

Although service providers across the community are actively assisting individuals, many are not receiving the services and care they need. Two major impediments to connecting individuals with programs are that individuals are unaware of the programs available to them and are unable to navigate through the service provider eligibility, client information, or service delivery systems.

The Department of Health Services previously provided funding to the Volunteer Center for 211 services, specifically to provide health and human services information and referral services on the 211 website. Through this relationship, the Department desires to build the capacity of the 211 system to ensure Sonoma County residents receive needed referrals and services, and in so doing prevent



increased healthcare and service delivery systems costs. In addition to increasing capacity for the 211 system, the Department will also gain access to valuable data regarding call volume, service referral, and referral resolution. These data will help inform service planning, investment, and service delivery for the Department, with particular attention to geographic areas of need in the County.

Specifically, the contract with Volunteer Center of Sonoma County includes key components such as:

- Ensure that health services resources and referral information is accurately maintained on the 211 database.
- Ensure a strong linkage between the Health Department and County webpage and the 211 Sonoma webpage.
- Provide data pertaining to referrals to services, needs without services available, all data by geographic area (zip code), resolution of referrals as available, additional data as requested to support key partners engaged in Health Action, Cradle to Career, and other evidence-based programs and initiatives.
- Monthly data reports that will assist in planning, policy development, and impact evaluation.
- Explore options for 211 staff to serve as Health Navigators, providing fair and impartial information and referrals concerning enrollment in certified health plans as prescribed under the Affordable Care Act. Contractor shall provide a feasibility plan within 6 months of the execution of this agreement.

The contract term is two years, with funding of \$40,000 per year for a total of \$80,000. The Volunteer Center is the designated 211 provider for Sonoma County and no other countywide referral network exists in the County. A single-source request was submitted for this agreement and approved by the Sonoma County Purchasing Agent. The proposed funding will also support 211 Sonoma County's efforts toward achieving AIRS accreditation.

**Prior Board Actions:**

In February of 2010, the Board approved a First 5 mini and matching grants Board item, from which contracts totaling \$77,842 for 211 services, with a current contract term end date of January 31, 2014, have been executed. In September 2010, a \$15,000 agreement with Volunteer Center to provide 211 services through June 2011 was executed (signed by Purchasing Agent).

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

The information and referral services to be provided under this agreement will result in needed services being provided to a greater number of those in need and in a timelier manner.

<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 20,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 20,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 20,000</b>	<b>Total Sources</b>	<b>\$ 20,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
Total contract amount is \$80,000 – FY 12-13 \$20,000, FY 13-14 \$40,000 and FY 14-15 \$20,000. Of the total contract amount of \$80,000, the FY 12-13 budget includes \$20,000. The remaining \$60,000 will be included in future fiscal year budget requests.			
<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>			
N/A			
<b>Attachments:</b>			
Agreement with Volunteer Center of Sonoma County			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			

COUNTY OF SONOMA  
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the Volunteer Center of Sonoma County, a California tax-exempt non-profit corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents is the exclusive provider in Sonoma County of a free and confidential information and referral service (hereinafter 2-1-1) that connects Sonoma County residents with needed health and human services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to enter into this agreement with Contract to provide the 2-1-1 services set forth herein.

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

I. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A – Scope of Work" attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), during the term of this Agreement 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. Contractor shall cooperate with County and County 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. County 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 County shall not operate as a waiver or release. If County determines that any of Contractor'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 Contractor to meet with County 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 County, 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 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. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 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 under this Agreement, Contractor shall be paid Twenty Thousand Dollars (\$20,000) upon execution of this Agreement as partial advance payment for services described in and in accordance with Exhibit A. Six months after beginning of the term of this Agreement, Contractor shall be paid Twenty Thousand Dollars (\$20,000) upon submission of a satisfactory invoice in a form approved by the Sonoma County Auditor's Office and Sonoma County Department Health Services. Twelve months after the beginning of the term, Contractor shall be paid Twenty Thousand Dollars (\$20,000) upon submission of a satisfactory invoice in a form approved by the Sonoma County Auditor's Office and Sonoma County Department Health Services. Eighteen months after the beginning of the term, Contractor shall be paid Twenty Thousand Dollars (\$20,000) upon submission of a satisfactory invoice in a form approved by the Sonoma County Auditor's Office and Sonoma County Department Health Services. Invoice submitted by Contractor under this paragraph 2, shall identify the services set forth in the Scope of Work (Exhibit A) that have been completed as of the date of the invoice. Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of a satisfactory invoice by Contractor to County. In no event shall the total payment for services under this Agreement exceed Eighty Thousand Dollars (\$80,000), without the prior written approval of the County. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services required hereunder

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County 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, County 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 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, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.1 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. Term of Agreement. The term of this Agreement shall be from effective date to December 31, 2014 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 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, County may immediately terminate this Agreement by giving Contractor 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, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, 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 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 Contractor.

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 Sonoma County

Health Services Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

4.6 Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.15, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor 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 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 County 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 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 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, contractors, 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 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 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 County.

## 9. Representations of Contractor.

9.1 Standard of Care. County 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 County 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 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, 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 County.

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 County 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 County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County 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 County for

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

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

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 County, 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 County 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 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. 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 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 Contractor in connection with this Agreement. Contractor 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. 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 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. 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 County.

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, Contractors, 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, Contractor 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. 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 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 Contractor.

9.13 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.15 shall survive termination of this Agreement.

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:                    Rod Stroud, Administrative Services Officer  
   Sonoma County Department of Health Services  
   3313 Chanate Road  
   Santa Rosa, CA 95404  
   Phone: 707-565-4840  
   Email: [Rod.Stroud@sonoma-county.org](mailto:Rod.Stroud@sonoma-county.org)

TO: CONTRACTOR:            Eunice Valentine, Executive Director  
   Volunteer Center of Sonoma County  
   153 Stony Circle, Suite 100  
   Santa Rosa, CA 95401  
   Phone: 707-573-3399  
   Email: [EValentine@volunteernow.org](mailto:EValentine@volunteernow.org)

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. Contractor 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. Contractor 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.

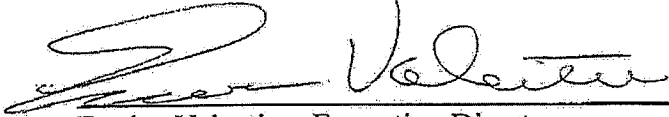
13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement 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.

CONTRACTOR:



Date December 10, 2012

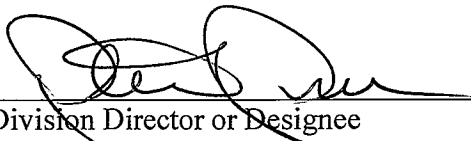
Eunice Valentine, Executive Director  
Volunteer Center of Sonoma County

COUNTY OF SONOMA:

\_\_\_\_\_  
Date \_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

N/A  
\_\_\_\_\_  
Date \_\_\_\_\_  
Sonoma County Purchasing Agent (If Applicable)

Certificates of Insurance on File with and Approved as to Substance:

  
\_\_\_\_\_  
Date 12/27/12  
Division Director or Designee

## Scope of Work

Contractor shall provide the following services consistent with the terms and conditions of the Agreement.

- 1.) Within 45 days of execution of this agreement, Contractor shall provide to County a written work plan with tasks and a timeline to accomplish the services described in this Exhibit A.
- 2.) Contractor shall ensure that Health Department data and referral information is accurately maintained on the 211 database and Contractor will work with Health Department personnel to ensure strong linkage between the Health Department webpage and the 211 Sonoma webpage.
- 3.) Contractor shall develop the technical capacity to provide the following data to the Health Department from 211 calls:
  - a. Referrals to Services
  - b. Needs without Services
  - c. By geographic area (zip code)
- 4.) Contractor shall provide the Health Department with monthly data reports that will assist in planning, policy development and impact evaluation.
- 5.) Contractor will provide data to strengthen the collective impact of key partners engaged in Health Action, Cradle to Career and other evidence-based programs and initiatives.
- 6.) Contractor shall explore the options for 211 staff to serve as Health Navigators, providing fair and impartial information and referral concerning enrollment in certified health plans as prescribed under the Affordable Care Act. Contractor shall provide a feasibility plan within 6 months of the execution of this agreement.

## Insurance Requirements

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

### 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 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. 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 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. Standards for Insurance Companies**

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

**5. Documentation**

The Certificate of Insurance must include the following reference: HPPE #1284-12-VOL-21-135.

- a. 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.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees.
- c. 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.
- d. 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.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

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

**7. 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

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

**Agenda Item Number: 20**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors  
Sonoma County Water Agency Board of Directors  
Sonoma County Agricultural Preservation and Open Space District Board of Directors  
Community Development Commission Board of Commissioners  
Northern Sonoma County Air Pollution Control District Board of Directors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Marcia Chadbourne – 565-2473

**Supervisorial District(s):**

All

**Title:** Workers' Compensation Self-Insured Program

### **Recommended Actions:**

Authorize the Director of Human Resources to execute an amendment to the agreement (7/1/10 – 6/30/13) with CorVel Enterprises, Inc. for workers' compensation claims administration and managed care services, increasing claims administration, managed care and other fees for the term 2/15/2013 through 3/14/2013.

### **Executive Summary:**

The requested Board action is to authorize the Director of Human Resources to execute a Second Amendment to the agreement with CorVel Enterprise Comp, Inc. to increase fees for workers' compensation third party claims administration, managed care and other services for the term 2/14/2013 through 3/14/2013, concurrent with the termination of the current services agreement.

The County is self-Insured for workers' compensation and utilizes a third party administrator (TPA) to provide workers' compensation claims administration, managed care and other related services. CorVel Enterprises, Inc. ("Corvel") was selected as the County's TPA for these services through a Request for Proposal (RFP) process conducted in 2010, and your Board authorized an initial three-year agreement from 7/1/10 through 6/30/13.

Due to continued service issues and unmet expectations from CorVel, another RFP for claims administration services was released in September, 2012, and vendor interviews are currently underway. Although CorVel responded to the RFP, they were not invited to the first round of interviews. Upon notification they would not be invited to the first round of interviews, CorVel withdrew from the RFP process and sent a Notice of Contract



Termination effective February 14, 2013.

The current agreement with CorVel was based upon specifications included in their proposal submitted in 2010, and the County was successful in negotiating a very aggressive pricing structure in the original agreement, by which CorVel agreed to provide a three-year rate guarantee including a 10% overall reduction to the fees submitted in their original proposal. Additionally, fees for managed care and network access services were also very aggressively negotiated, with a fixed maximum amount of \$92,000 annually over the three year term. These contract terms resulted in an estimated savings to the County of over \$ 334,396 over the last 31 months of the contract. Although the contract terms were very favorable to the County, service expectations and customer satisfaction over the first 2 years of the contract have been unsatisfactory. Annual performance standards with monetary incentives of up to \$16,000 annually, incorporated into the contract, have never been met or paid. Although we have seen some recent improvement in claims administration services over the last few months, it has not been sufficient enough to merit continuation of the current contract.

As outlined below, although negotiated fees for the 30 day period are more than a 33% increase over current fees, extension of the contract will provide an extra 30 days to allow staff to complete the RFP process, select a successor vendor and negotiate a successor contract. Most importantly, it will provide staff more time to work with CorVel and the successor vendor to facilitate as smooth of a transition of workers' compensation claims administration services as possible. Following completion of the RFP process, we expect to return to your Board on February 26, 2013 with a new agreement with the selected vendor.

**Prior Board Actions:**

12/13/2011 –Authorized Amendment to add Sonoma County Water Agency, Sonoma County Fair and other County Departments as needed.  
 6/22/2010 – Approved initial agreement with CorVel Enterprises, Inc. for third party claims administration and managed care network access services, for the term 7/1/2010 – 6/30/2013.

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

Providing efficient and appropriate workers' compensation benefits to employees and returning them to full productivity, promotes a healthier community.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 92,683 - 152,683		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 92,683 -152,683*
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 92,683 - 152,683</b>	<b>Total Sources</b>	<b>\$ 92,683 - 152,683</b>

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

**\*\*Workers' compensation costs are allocation to departmental budgets through payroll rates**

Efforts to negotiate a compromise to the Notice of Termination resulted in CorVel agreeing to extend claims administration, managed care and other related services for an additional 30 days beyond the date of termination to March 14, 2013, for an additional fee. Current fees and the negotiated increased fees for additional 30 days are outlined in Attachment A. Claims administration fees will increase from the current monthly fee of \$39,887 to \$60,000. The County has also agreed to pay increased fees for managed care services during the 30 day period. Average monthly managed care fees have been approximately \$60,000, but have been capped at lower levels by the current contract, so an actual monthly fee could be as high as \$120,000 based upon current billings.

Total increase in fees to be paid to CorVel for the 30 day extension are estimated at \$92,683 to \$152,683, will not exceed the contract amount and there are sufficient appropriations in the workers compensation budget.

**Staffing Impacts**

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

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

**Attachments:**

Attachment A: Comparison of Current vs. Proposed Fees for the Period 2/15/2013 – 3/14/2013.

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

Initial agreement with CorVel for the term 7/1/2010 – 6/30/2013.  
First Amendment to Agreement with CorVel  
Draft Second Amendment To Agreement with CorVel

## Attachment A

### Comparison of Current vs. Proposed Fees for the Period 2/15/2013 – 3/14/2013

Type of Service	Current Monthly Fees	Proposed Monthly Fees	Estimated Increased Fees for 30 Day Period
1) Claims Administration	\$39,887	\$60,000	\$20,113
2) Utilization Review	\$100 RN \$208 MD Per review	\$125 RN \$275 MD Per Review	\$3,070
3) Telephonic Nurse Case Management	\$8,000	\$17,500	\$9,500
4) Medical Bill Review, Hospital Outpatient (HO) Hospital Inpatient (HI) Ambulatory Surgery (ASC) Preferred Provider Network (PPO)	\$8.00 per bill and 25% of savings PPO, 10% for HO/HI/ASC	\$12 per bill 25% of savings	\$60,000 - \$120,000
Total Estimated Fee Increase for Services 2/15/2013 – 3/14/2013			\$92,683 – \$152,683



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 21**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Information Systems

**Staff Name and Phone Number:**

Joe Galvan 565-2398

**Supervisorial District(s):**

Countywide

**Title:** Approve Records Retention Schedule No. 2

### **Recommended Actions:**

Adopt a Resolution approving records retention schedule and authorizing the destruction of records for Health Services-Public Health-California Children's Services.

### **Executive Summary:**

Countywide records retention schedules are used by all departments for common records type. Additionally, each department has developed their own retention schedules which are specific to the records type of their business function and not appropriate to include in the County-wide retention schedules. Following the practice of department/program-specific retention schedules, a retention schedule has been prepared for Health Services-Public Health-California Children's Services.

This County department has a significant volume of obsolete records which no longer provide administrative, fiscal, legal, research, or historical value, yet consume office records storage space and filing equipment.

The retention schedule was developed to provide continuing authority to the department to both retain and destroy records. All retention periods have been thoroughly reviewed by the Records Manager, the Department Head, County Counsel, Auditor-Controller-Treasurer-Tax Collector, and the County Historical Records Commission to ensure that administrative, legal, fiscal, and archival requirements have been met.

### **Prior Board Actions:**

2/27/1996: Resolution # 96-0232 approving records retention schedule and authorizing destruction of records for Health Services-Public Health-California Children's Services

**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>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>

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

This item is administrative in nature with no budgetary actions or impacts associated.

**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:**

Resolution approving Records Retention Schedule and authorizing destruction of records

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

Request for Approval of Records Retention Schedule; Records Retention Schedule



# County of Sonoma

## State of California

Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving Records Retention Schedule No. 2 And Authorizing The Destruction Of Records.**

**Whereas**, County records are subject to the destruction provisions of the Government Code Section 26201, 26202, 26205 and 26205.1 and the Board of Supervisors, under these codes, may authorize the destruction of such records, and

**Whereas**, the proposed records retention schedule has been extensively reviewed as set forth in the "Request for Approval of Records Retention Schedule", and

**Whereas**, the retention schedule supersedes any previous schedule approved by the Board of Supervisors, and

**Whereas**, records retention schedules constitute an active, continuing program for the disposal of records, and approval of a records retention schedule constitutes continuing approval for the department head to properly dispose of the records as indicated on the schedule.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma approves records retention schedule and authorizes destruction of records in accordance with the approved schedule for the following department:

#### **Health Services-Public Health-California Children's Services**

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 22**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sheralynn Freitas, 565-3192

**Supervisorial District(s):**

Countywide

**Title:** Out-of-County Agreement for Detention of youth in the Juvenile Hall

### **Recommended Actions:**

Resolution authorizing the Chief Probation Officer to execute an agreement with the County of Tuolumne for the detention of out-of-county youth at the Sonoma County Juvenile Hall, for the period of February 5, 2013 to February 4, 2015.

### **Executive Summary:**

The Sonoma County Probation Department has received a request from another California Probation Department to assist in allowing an out-of-county youth to be detained in the Sonoma County Juvenile Hall. Circumstances for such a request vary but typically include emergency placement based on the need to protect the youth from others in the local jurisdiction, and/or a need for a detention bed when the County does not have a juvenile detention facility. While the Department has had Board authorization for placement of youth in its camp facilities for many years, an authorization to house out-of-county youth at the Juvenile Hall has never been requested. A current request from Tuolumne County for a 30 day detention period of a nineteen year-old female offender prompts this situational authorization by the Board. Tuolumne County does not have a juvenile facility and is in need of assistance from another County. The Sonoma County Probation Department reserves the right to screen all cases to determine whether a particular youth is suitable for placement in the Juvenile Hall.

Such placement in an out-of-county juvenile detention facility is authorized by law for up to 60 days with a written order of the Court from the sending County and an agreement for reimbursement between the two counties.

Rates charged for out-of-county detention have been adjusted annually for placement in our camp programs. The current rate is \$115 per day which is the incremental cost of having one youth added to the overall population. While this is a specific request for an agreement with the Tuolumne County Probation Department, the Department will submit a separate Board item in June 2013 to authorize a broader scope of authority for the Department to contract with other counties who need urgent

assistance with the detention of specific out-of-county youth.

**Prior Board Actions:**

06/27/2006: Agreement for Placement of out-of-county wards at the Probation Department Sierra Youth Center and/or Probation Camp.

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

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 3,450.00	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 3,450.00
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 3,450.00</b>	<b>Total Sources</b>	<b>\$ 3,450.00</b>

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

The anticipated revenue that will be generated as a result of housing the Tuolumne County juvenile at the Sonoma County Juvenile Hall facility for a 30-day stay is \$3,450.00.

**Staffing Impacts**

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

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

None

**Attachments:**

Resolution

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

Out-of-County Detention at the Sonoma County Juvenile Hall Agreement





County of Sonoma  
State of California

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Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Authorizing the Chief Probation Officer to Execute an Agreement for the Detention of Out-of-  
County Youth at the Sonoma County Juvenile Hall.**

**Whereas, the Sonoma County Probation Department operates the Juvenile Hall for the  
detention of youth under the jurisdiction of the Juvenile Court; and**

**Whereas, the Juvenile Hall may have available vacancies that are not filled by Sonoma County  
youth; and**

**Whereas, the Tuolumne County Probation Department is in need to contract with another  
County to provide for the detention of youth under the jurisdiction of their County's Juvenile  
Court.**

**Now, Therefore, Be It Resolved by the Board of Supervisors of Sonoma County that the Chief  
Probation Officer of Sonoma County is hereby authorized to enter into the proposed  
agreement with the Tuolumne County Probation Department for the detention of out-of-  
county youth at the Sonoma County Probation Juvenile Hall.**

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 23**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Probation and General Services

**Staff Name and Phone Number:**

David Koch 565-2168; Gene Clark 565-2978

**Supervisorial District(s):**

Countywide

**Title:** Female Residential Group Home Opening/Sierra Youth Center Program Closure - Update

### **Recommended Actions:**

Authorize the Chief Probation Officer to execute the following: 1) partnership agreement between Sonoma County Probation Department and Crossroads Treatment Centers, Inc. regarding operation of a group home for delinquent females; and 2) Memorandum of Understanding (MOU) between Sonoma County Office of Education (SCOE) and Sonoma County Probation Department for educational and career technical (vocational) education services for delinquent females participating in the residential group home program.

Authorize the General Services Director, or his Deputy, to execute the following: 1) license agreement with Crossroads Treatment Centers, Inc. for use of county-owned facilities to operate a residential group home.

### **Executive Summary:**

**BACKGROUND:** The Probation Department began operating the co-ed Sonoma County Adolescent Program in 1979. While the program was originally designed for females only, the low population of female offenders necessitated that younger male offenders also be served. This practice continued several years. However, to address the rising female population and provide a research-based approach to programming for delinquent females, the program resumed serving only females in 2006. SYC offers gender-specific programming providing a strength-based gender-responsive behavior management system, and a comprehensive continuum of care including prevention, intervention and treatment (addiction and trauma-informed cognitive behavioral therapy). These services have been delivered to higher-risk, delinquent females serving a commitment sentence imposed by the Juvenile Court, typically in lieu of out-of-home placement or commitment to Juvenile Hall or the State's Division of Juvenile Justice.

A declining population in the juvenile justice system generally and SYC specifically, combined with increased costs, led the Probation Department to recommend closure of SYC through several recent

budget cycles. As the population continued to decline (8 youth in a program budgeted for 15) the Probation Department recommended closure of the program during the 2011-12 fiscal year. On March 20, 2012, the Board of Supervisors instead created and tasked the Sierra Youth Center Ad Hoc Committee with examining options and making recommendations, e.g., maintaining SYC or considering other alternatives.

Following a series of meetings with SYC advocates and providers of girls' residential programs, in conjunction with evaluation of budget/program options, the Ad Hoc Committee provided the following recommendation to the Board of Supervisors: 1) that the County establish a local placement program for girls, operated by a community based organization located in close proximity to the current Los Guilicos facility; and 2) continue operations of the Sierra Youth Center until an appropriate residential program was established, and an evening reporting center for delinquent females developed.

The Board accepted this proposal finding it a more cost-effective alternative, while still offering the range of necessary services and programming required by this population. This status allows operational costs to be offset by State and Federal matching funds through Title IV-E. Because the program operates as a group home and the girls are "placed" in care, rather than committed to a correctional facility, youth in this status are eligible for medical coverage, as well as behavioral health care, through MediCal, thus contributing to lower maintenance costs.

On June 20, 2012 a Request for Qualifications (RFQ) for a residential program for probation female adolescents was issued. Three proposals were received and evaluated by a broad-based evaluation committee. Crossroads Treatment Centers Inc. was ultimately selected as the provider of residential services. A letter submitted by Human Services and Probation to the State Department of Social Services (DSS) requesting an exception to the moratorium on new group homes was approved January 10, 2013. This letter also expressed Sonoma County's interest in having Crossroads operate the group home in county-owned facilities. Following numerous discussions between Crossroads representatives, Probation management, Sonoma County Office of Education (SCOE) personnel, General Services staff and community advocates, a clear understanding of program goals, services to be delivered, renovation requirements to meet state group home licensing standards, and community/volunteer involvement was completed and agreements negotiated. An agreement covering all aspects of program operation has been negotiated between Crossroads and Probation. Additionally, an MOU between Probation and SCOE was completed describing the provision of Career Technical Education (CTE) offerings (vocational training) for program participants. General Services and Crossroads have finalized a lease agreement relating to the residences, administration building and modular classroom at the Pythian Road site, allowing operation of a group home.

Crossroads has submitted a license application to the Community Care Licensing Division of the DSS, along with a request to the Rates Division (DSS) to operate a Level 12, gender-specific group home for delinquent females. These applications are being processed and will be finalized once the facility inspection is completed and the residences considered satisfactory for occupancy. The CCL inspection cannot take place until required facility renovations are done. Facilities Operations (County General Services) developed a plan for renovating the residences and bringing them up to licensing standards. Construction on the residences is in progress and is expected to be completed by February 1, 2013. Based on this timetable and assuming a best case scenario for program licensure, the earliest date

Crossroads anticipates having received necessary approvals from CCL/Rates, and commencing group home operations at the Pythian Road site is March 4, 2013.

As of the date this item was submitted, the population at Sierra Youth Center is two (2) girls. These youth will transition to aftercare status in the community (under supervision of a Probation Officer). The population of girls in Juvenile Hall is eleven (11). The girls currently in Juvenile Hall are not appropriate for commitment to Sierra; this is an ongoing evaluative process that continues as the population of girls in Juvenile Hall fluctuates. As Crossroads is not scheduled to open until at least the first week of March, the Probation Department made the decision to close Sierra effective February 1, 2013. This is a prudent cost saving measure that allows for an orderly transition of girls to aftercare, and current Sierra staff to positions already identified in Juvenile Hall and at the Probation Camp. One youth who had not yet completed the program was very recently returned to Juvenile Hall, to be released to Crossroads, or another placement. While in the Hall, this girl will receive services to allow continuity of her Sierra programming. At present, six (6) girls on probation are in out-of-home placements, three of whom are in out-of-state placements. These youth will remain in those placements and not be transferred to Crossroads so as not to disrupt the progress these girls have made in their respective programs. Screening of female youth on probation to ascertain appropriateness for out-of-home placement continues, in anticipation of Crossroads' opening.

Probation departments in several Bay area counties have expressed interest in placing delinquent girls in a residential group home operated by Crossroads. These counties have established working relationships with Crossroads and confidence in the services offered. They have been informed of Crossroads' anticipated opening date; additional referrals from these jurisdictions are likely.

Despite the uncharacteristically low population of girls in Juvenile Hall, Sierra, and out-of-home placements, the Probation Department recommends opening Crossroads on March 4, 2013, or as soon after this date that Crossroads receives its license. This is based on potential increases in the delinquent female population, and likelihood of referrals to the program from other jurisdictions. Crossroads has the ability to place girls in any of their residential programs and therefore has the ability to honor the commitment to prioritizing Sonoma County girls for placement at the Crossroads program in Sonoma County. The Probation Department will carefully monitor the situation and work closely with Crossroads to ensure timely opening of the program, as well as managing program referrals to optimize utilization.

Career Development will be coordinated through a Career Coaching model to ensure that young women in the program are exposed to a broad range of opportunities to explore and prepare for their careers. Career Coaching uses a youth-centered assessment and planning process to make a plan that builds on youth strengths and interests, identifies strategies to overcome challenges, connects youth with opportunities, and expands youth's vision of the possible. Partnerships with local businesses and education programs will be developed to expand the exposure and preparation opportunities available to the girls. This will likely include the Santa Rosa Junior College Foster and Kinship Care Program, who are very interested in working with Probation to create a ramp for young women in foster care to engage successfully in any program available at the college, including a wide array of Career Technical Education programs. Several economic incentives are available to support this, including free tuition and priority registration at the Junior College. SCOE will provide career assessment services and deliver Career Technical Education course selections informed by the economic and job outlook for the county

and student interest, and that support pathways to excellent careers in growing fields, including Culinary Arts, Administrative and Professional Business, Retail and Marketing, and Child Care.

Probation and its partners in this endeavor have begun engagement with the volunteer community to shape and enhance the program. An advisory committee of community members and others is planned, and a partnership with the Oakmont Rotary is growing. Probation will provide an update to the Board of Supervisors on progress in six to eight months.

**Prior Board Actions:**

June 12, 2012. 1) Accepted the Recommendation of the Sierra Youth Center Ad Hoc Committee Option 3 - Facilitate opening of local "Sierra like" Community Based Organization (CBO) run gender responsive residential program (group home) and direct staff to begin processes for implementing the recommendations. 2) Authorized the Probation Department to work with the Human Resources Department to administer layoff proceedings when necessary and to mitigate layoffs to the full extent possible.

March 20, 2012. 1) Created an Ad-hoc Committee to look at the different options put forward with focus on cost, quality, and community involvement to continue the program at reduced financial alternative; 2) Appointed Supervisors Brown and Carrillo to serve on the Ad-hoc and 3) Postponed the Sierra Youth Center closure until the Ad-hoc Committee returns to the Board with a final recommendation on or before June 30, 2012.

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

Placing delinquent girls in a residential program offering gender-specific, trauma-informed counseling and services provides a cost-effective alternative to Juvenile Hall commitment, increases the likelihood of delinquency reduction, and allows for acquisition of skills to help these youth successfully transition into adulthood.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 844,742	County General Fund	\$ 806,014
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 37,803
Savings in Other Sections	\$ 420,307	Fees/Other	\$ 18,537
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$	Savings in Other Sections	\$ 402,695
<b>Total Expenditure</b>	<b>\$ 1,265,049</b>	<b>Total Sources</b>	<b>\$ 1,265,049</b>

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

The County Architect's Office estimated required renovations to the residences on Pythian Road at approximately \$110,000; this to meet CCL requirements of properties used as group homes. This is a one-time cost anticipated in the funding made available to Probation for this purpose. Career Technical Education (CTE) programming is estimated at \$38,000 annually, with an additional \$46,800 annually to support career exploration/preparation activities and program development and activities beyond the CTE courses. A one-time expenditure of \$20,000 to provide a computer lab supporting CTE is anticipated. An additional \$140,000 is required annually to fund a Deputy Probation Officer assigned to supervise girls in the program along with those released to aftercare, and those returned to Juvenile Hall. This probation officer will serve as liaison to the Crossroads program and community volunteers, supporting ongoing mentoring of youth in the program and access to pro-social activities. As well, the probation officer will identify additional vocational training/educational opportunities and facilitate access to these services.

The funding source for services will change as the female delinquency population requiring residential care moves from Sierra (a Camp program in which the girls are sentenced to serve time by the Juvenile Court) to a residential group home (a court ordered placement akin to foster care). When in foster care status, the Child Welfare Division of the Human Services Department assumes responsibility for funding. The monthly cost of a placement in a Level 12 facility is approximately \$8,200; of this, nearly 40% is covered by state and federal funding while the remaining 60% is a county responsibility. The agreement between Human Services and the County Administrator's Office was that no additional county funding would initially be directed to Human Services, pending analysis of impact on placement resources. Over the past year Probation has reduced the number of girls sent to placement, and it is felt the added numbers represented by establishment of the female residential group home could be absorbed within the existing HSD budget.

Declines in the delinquent female population, precipitating the decision to close Sierra, continue, as noted in the narrative above. With Sierra, Juvenile Hall and out-of-home placements all showing lower than usual numbers of delinquent females, the likelihood of Crossroads opening two homes with a total census of twelve (12) very soon is low. Assuming a phase-in approach, Crossroads will begin by opening one of the residences which can accommodate up to six (6) girls. This is the minimum number necessary to make it a fiscally viable proposition. In this scenario, Probation would need to supplement revenue Crossroads receives from Human Services any time the average daily population is below six girls. Using current population figures, only one (1) girl would transition to Crossroads from Sierra on the anticipated opening date of 3/4/13. Because Crossroads is a current provider of services to this population, it is estimated other counties would begin placing appropriate youth there within a couple months; however, there is no guarantee. To facilitate opening of the group home, it is anticipated that Probation would need to supplement funding for Crossroads at the rate of \$8200/month for every girl that the ADP remains below 6. Probation's estimate for the supplemental funding is approximately \$60,000 - \$90,000 over the initial 3 month period. This estimate assumes a starting population of three girls, increasing to the minimum of six girls needed for the program to become viable financially.

Funding for educational services, provided by SCOE, is predicated on an Average Daily Membership (ADM) calculation. An average program census of eleven (11) girls is needed to maintain funding at current Sierra program levels. Were the population to remain below this number for an extended

period of time, Probation would supplement SCOE funding up to \$20, 000 annually while efforts were undertaken to increase the population and/or identify alternative options for providing educational services. Revenue from the non-exclusive license (lease) agreement will go to General Services to cover maintenance costs associated with operation of the facilities.

**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):**

No layoffs of permanent staff are anticipated in the closure of Sierra inasmuch as the Department has sufficient vacancies to accommodate all positions. One employee voluntarily left County service in anticipation of being laid off.

**Attachments:**

None; several Agreements “On File” with Clerk of the Board.

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

- 1) Memorandum of Understanding (MOU) with the Sonoma County Office of Education (SCOE) for Career Development and Workforce Preparation Services.
- 2) Revocable License Agreement with Crossroads for Use of County Facilities.
- 3) Partnership Agreement with Crossroads.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 24**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Elizabeth Tyree 565-2575

**Supervisorial District(s):**

First

**Title:** M.T.C Resolution of local support for Central Sonoma Valley Trail Project

### **Recommended Actions:**

Adopt a resolution authorizing the filing of an application for Metropolitan Transportation Commission Lifeline funds, committing the necessary matching funds, and assuring project completion.

### **Executive Summary:**

The Sonoma County Bicycle and Pedestrian Plan, adopted by the Board of Supervisors in August 2010, designates Regional Parks as responsible for establishing and maintaining Class I bikeways, and identifies Central Sonoma Valley Trail as a high priority project.

The goal of the Central Sonoma Valley Trail project is to create a safe route for pedestrians and bicyclists along the Highway 12 corridor to connect to destinations such as Flowery Elementary School, Larson Park, Maxwell Farms Regional Park, and the Boys and Girls Club. The full trail planning area is between Verano Avenue and Agua Caliente Road and projects completing the trail are underway. Sidewalks have been installed by the Transportation and Public Works Department along Highway 12 from Donald Street to Boyes Boulevard. Regional Parks has completed the trail within Larson Park. Regional Parks has also obtained an easement through Sonoma Charter Elementary School for future trail construction. This project is included in the County of Sonoma Capital Project Plan 2012 – 2017, a long term capital planning document.

Regional Parks is working to secure \$625,000 in funding to construct the next two segments of the Central Sonoma Valley Trail. The northern segment would construct the trail crossing the Flowery Elementary School campus, connecting Larson Park to Highway 12 via Depot Road. The southern segment would connect the sidewalk on Highway 12 at Verano Avenue, follow the north side of Verano Avenue west to the Sonoma Creek bridge, and include access to the existing crosswalk to Maxwell Farms Regional Park on the south side of Verano Avenue. See attached map.

On May 8, 2012 the Board approved Regional Parks requesting trail development funding through



Sonoma County Transportation Authority (S.C.T.A.) for the Metropolitan Transportation Commission’s (M.T.C.) Lifeline Transportation Program (Lifeline). The Lifeline program supports projects that address mobility and accessibility needs in low-income communities throughout the region. It is funded by a combination of federal and state funding sources including the Surface Transportation Program. The Lifeline program requires a 20% local match.

On May 14, 2012, S.C.T.A. approved Regional Parks’ request for \$500,000 for the Central Sonoma Valley Trail project and supported the use of \$100,000 in S.C.T.A. managed Measure M funding as matching funds for this grant. The remaining local match of \$25,000 is proposed as Area 6 Park Mitigation Fees, approved in the F.Y. 2011-2012 budget.

The Central Sonoma Valley Trail project was submitted to M.T.C., who is now preparing to approve Lifeline projects at their February 27, 2013 meeting. M.T.C. now requires a resolution of local support to include this project in the federal Transportation Improvement Plan, which allows the use of federal funds for this project.

The proposed project would construct the two segments of the Central Sonoma Valley Trail, adding .42 mile of Class I trail, with completion estimated in 2015. The estimated annual operations and maintenance cost is approximately \$9,000 and includes regular site visits by Parks staff, sweeping, removing debris and graffiti, mowing and pruning, and safety repairs. Regional Parks will work with the County Administrator’s Office to develop a funding recommendation for ongoing operations and maintenance.

**Prior Board Actions:**

August 24, 2010, adoption of the 2010 Sonoma County Bicycle and Pedestrian Plan.  
 May 8, 2012, Resolution No. 12-0220 requested M.T.C. Lifeline funding for Central Sonoma Valley Trail.  
 May 15, 2012, received the County of Sonoma Capital Project Plan 2012 – 2017, including Central Sonoma Valley Trail.

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

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
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):**

Department requested \$500,000 in funding from Metropolitan Transportation Commission. The required \$125,000 match is available from Measure M funds (\$100,000) along with Area 6 Park Mitigation Fees (\$25,000) available and to be requested in the Fiscal Year 13-14 budget. The estimated annual operations and maintenance cost is \$9,000.

**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:**

Resolution and Map

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



# County of Sonoma

## State of California

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Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Filing Of An Application For Funding Assigned To M.T.C. And Committing Any Necessary Matching Funds And Stating The Assurance To Complete The Project**

**Whereas**, SONOMA COUNTY REGIONAL PARKS (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (M.T.C.) for \$500,000 in funding assigned to M.T.C. for programming discretion, including but not limited to federal funding administered by the Federal Highway Administration (F.H.W.A.) such as Surface Transportation Program (S.T.P.) funding, Congestion Mitigation and Air Quality Improvement (C.M.A.Q.) funding and/or Transportation Alternatives (T.A.) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the CENTRAL SONOMA VALLEY TRAIL (herein referred to as PROJECT) for the LIFELINE TRANSPORTATION PROGRAM (herein referred to as PROGRAM); and

**Whereas**, the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (S.T.P.) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (C.M.A.Q.) (23 U.S.C. § 149) and the Transportation Alternatives Program (T.A.) (23 U.S.C. § 213); and

**Whereas**, state statutes, including California Streets and Highways Code 182.6 and 182.7 provide various funding programs for the programming discretion of the Metropolitan Planning Organization (M.P.O.) and the Regional Transportation Planning Agency (R.T.P.A.); and

**Whereas**, pursuant to MAP-21, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal funds for a project shall submit an application first with the appropriate M.P.O. for review and inclusion in the M.P.O.'s Transportation Improvement Program (T.I.P.); and

**Whereas**, M.T.C. is the M.P.O. and R.T.P.A. for the nine counties of the San Francisco Bay region; and

**Whereas**, M.T.C. has adopted a Regional Project Funding Delivery Policy (M.T.C. Resolution No. 3606, revised) that sets out procedures governing the application and use of federal funds; and

**Whereas**, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

**Whereas**, as part of the application for REGIONAL DISCRETIONARY FUNDING, M.T.C. requires a resolution adopted by the responsible implementing agency stating the following:

1. the commitment of any required matching funds; and
2. that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. that the project will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (M.T.C. Resolution No. 3606, revised); and
4. the assurance of the sponsor to complete the project as described in the application, and if approved, as included in M.T.C.'s federal Transportation Improvement Program (T.I.P.); and
5. that the project will comply with all project-specific requirements as set forth in the PROGRAM; and
6. that the project (transit only) will comply with M.T.C. Resolution No. 3866, revised, which sets forth the requirements of M.T.C.'s Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region.

**Now, Therefore, Be It Resolved** that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under MAP-21 for continued funding; and be it further

**Resolved** that the APPLICANT by adopting this resolution does hereby state that:

1. APPLICANT will provide any required matching funds; and
2. APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the M.T.C. approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (M.T.C. Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation projects, and has assigned, and will maintain a single point of contact for all F.H.W.A.-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (C.M.A.), M.T.C., Caltrans and F.H.W.A. on all communications, inquires or issues that may arise during the federal programming and delivery process for all F.H.W.A.-funded transportation projects implemented by APPLICANT; and
4. PROJECT will be implemented as described in the complete application

and in this resolution and, if approved, for the amount approved by M.T.C. and programmed in the federal T.I.P.; and

5. APPLICANT and the PROJECT will comply with the requirements as set forth in M.T.C. programming guidelines and project selection procedures for the PROGRAM; and

6. APPLICANT (for a transit project only) agrees to comply with the requirements of M.T.C.'s Transit Coordination Implementation Plan as set forth in M.T.C. Resolution 3866, revised; and therefore be it further

**Resolved** that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further

**Resolved** that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and be it further

**Resolved** that there is no legal impediment to APPLICANT making applications for the funds; and be it further

**Resolved** that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

**Resolved** that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and be it further

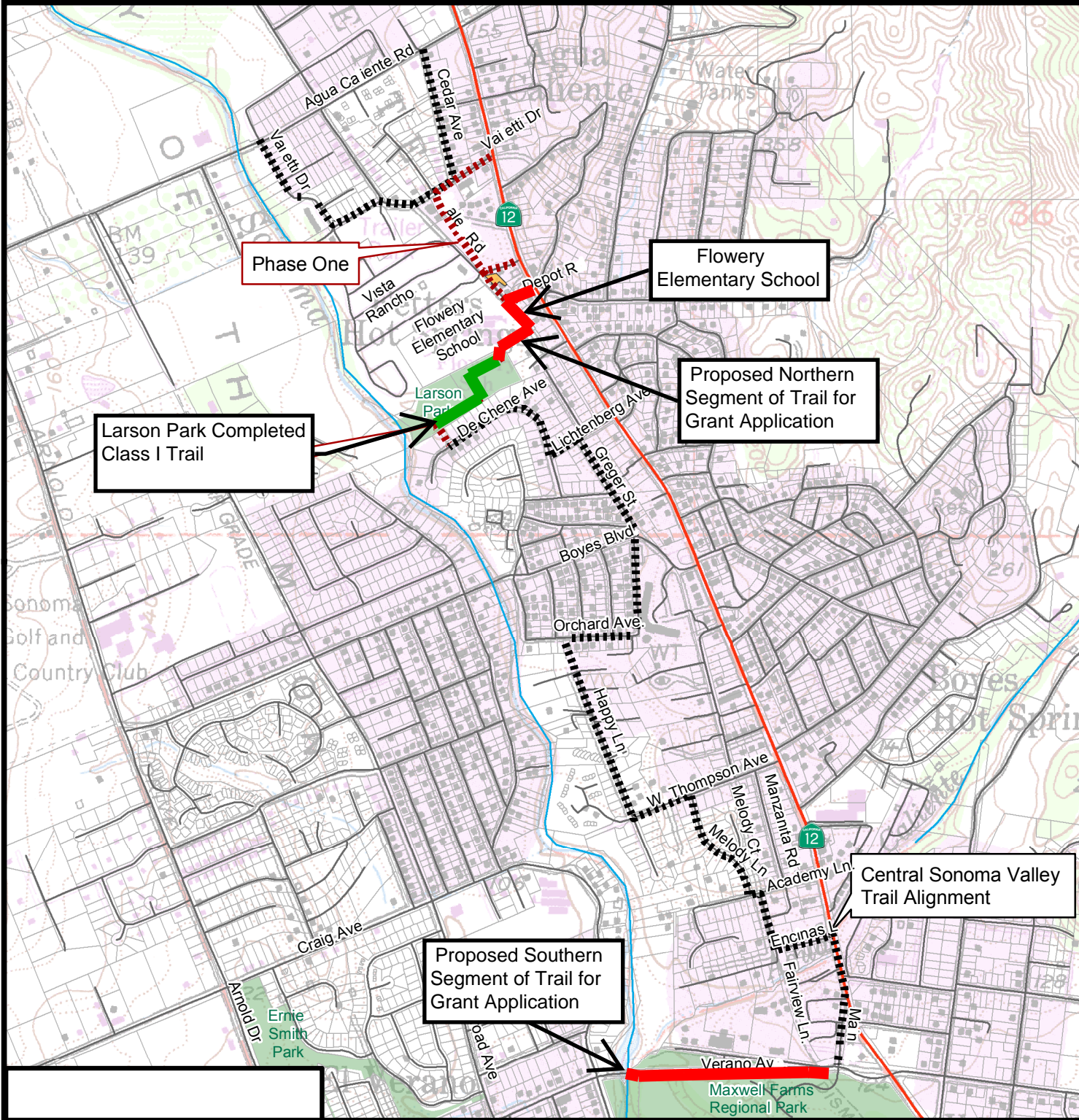
**Resolved** that a copy of this resolution will be transmitted to the M.T.C. in conjunction with the filing of the application; and be it further

**Resolved** that the M.T.C. is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in M.T.C.'s federal T.I.P.

**Supervisors:**

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

**So Ordered.**



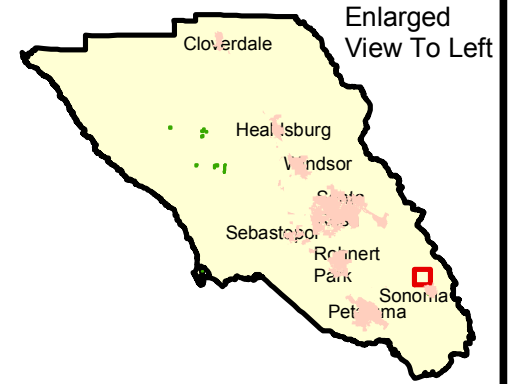
# Central Sonoma Valley Trail Project Location Map

Sonoma County Regional Parks



Attachment 2

Source: Sonoma County USGS 1-17-13



Sonoma County Location Map



Bay Area Location Map



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 25**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Bert Whitaker (707) 565-2041

**Supervisorial District(s):**

Fourth District

**Title:** Town of Windsor Water Tank Access

### **Recommended Actions:**

Authorize the Director of Regional Parks to execute an agreement granting the Town of Windsor access to Windsor Water District water tanks through Foothill Regional Park for the period of October 30, 2012 to October 29, 2013 with an option to extend the agreement up to four years.

### **Executive Summary:**

Foothill Regional Park was acquired by the County in 1990 and consists of 211 acres of rolling hills of grasslands and oak woodlands with three manmade ponds. The Town of Windsor owns and operates two large water tanks of 1,000,000 and 2,000,000 gallon capacity on property adjacent to Foothill Regional Park and the only access road to these water tanks passes through the park. The Grant Deed for the Foothill Park property from the William Lyon Company, a California Corporation, requires the County to provide the Windsor Water District "reasonable access" to the tanks through the deeded park property.

The Town of Windsor needs to repaint the inside and the outside of the larger of the two tanks, which requires work crews to access the tank and the area around the tank repeatedly over the next several months. The Town of Windsor has hired a contractor to do the work and has requested access to the water tanks from Regional Parks. At the completion of the project, the Town of Windsor will return park property to the condition as found at the start of the project. For the health and safety of Windsor Water District customers, these repairs need to be completed in a timely manner.

In 2006 the Windsor Water District refurbished the smaller of the two tanks and accessed it through the Westside Trail roadway. There were no negative impacts to park property or to park usage in 2006.

Regional Parks has prepared the attached Revocable License Agreement to give reasonable access to the Windsor Water District for the scheduled maintenance work.

<b>Prior Board Actions:</b>			
None.			
<b>Strategic Plan Alignment</b>		Goal 2: Economic and Environmental Stewardship	
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 400.00	County General Fund	\$ 400.00
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>			
This agreement required 10 hours of staff time to prepare the agreement.			
<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>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Foothill Water Tanks RLA.pdf			





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 26**  
(This Section for use by Clerk of the Board Only.)

**To:** Successor Agency for the Sonoma County Community Redevelopment Agency

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

John D. Haig, Jr. – 565-7508

**Supervisorial District(s):**

1st & 5th

**Title:** Redevelopment Dissolution - Recognized Obligation Payment Schedule.

### **Recommended Actions:**

Resolution of the governing Board of the Successor Agency for the Sonoma County Community Redevelopment Agency, approving the Recognized Obligations Payment Schedule for the period July 1, 2013 to December 31, 2013.

### **Executive Summary:**

On January 10, 2012, pursuant to the enactment of ABx1 26 (Dissolution Act), which dissolved redevelopment agencies effective February 1, 2012, the Sonoma County Board of Supervisors (County Board) adopted a resolution accepting for the County the role of Successor Agency to the former Sonoma County Community Redevelopment Agency, utilizing Sonoma County Community Development Commission (CDC) staff to perform the work of the Successor Agency. Also pursuant to the Dissolution Act, a seven-member Oversight Board primarily comprised of representatives of local taxing entities was established to oversee the unwinding of the former Redevelopment Agency's assets and obligations.

The Dissolution Act requires that the Successor Agency prepare, and the Oversight Board approve, a Recognized Obligation Payment Schedule (ROPS) for each six-month period beginning on January 2, 2012 until all obligations of the former Redevelopment Agency are fully satisfied. Each ROPS must be submitted to, and approved by, the State Department of Finance (State) prior to becoming effective. The first three ROPS, for the periods ending June 30, 2012, December 31, 2012, and June 30, 2013, were approved by your Board and adopted by the Oversight Board. The ROPS were also approved by the State, with the exception of certain significant disqualified items (the Highway 12 and Roseland Plaza projects).

AB 1484, enacted on June 28, 2012, revised the Dissolution Act and requires that the ROPS for the

period from June to December 2013 must be approved and submitted to the State no later than March 1, 2013. Staff has prepared the attached draft ROPS listing estimates of all anticipated resources and expenses for the Successor Agency for the period of July 1, 2013 to December 31, 2013. The ROPS continues to list obligations relating to the Highway 12 and Roseland Plaza projects, consistent with the position of this Board that those constitute valid enforceable obligations of the Successor Agency. The ROPS form includes a reconciliation of estimated to actual costs for the most recently completed ROPS period, in this case for the period ending December 31, 2012. The State and Auditor-Controller will use the reconciliation to actual costs to make adjustments in the distribution of Redevelopment Property Tax for the upcoming ROPS period.

After consideration and approval by your Board, the ROPS will be submitted to the Oversight Board for approval, and to the State for review.

**Prior Board Actions:**

- 8/14/12 – Approved Recognized Obligation Payment Schedule for January 1 – June 30, 2013.
- 4/24/12 – Approved Recognized Obligation Payment Schedule for July 1 – December 31, 2012.
- 2/28/12 - Approved Recognized Obligation Payment Schedule for January 1 - June 30, 2012.

**Strategic Plan Alignment**      Not Applicable

The Successor Agency exists solely to wind up the affairs of the former Redevelopment Agency.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
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 action is administrative in nature with no budget impacts. The Redevelopment Dissolution Acts require Successor Agencies to prepare a Recognized Obligation Payment Schedule for each six-month period beginning January 1, 2012 until all enforceable obligations of the former Redevelopment Agency are fully satisfied. After approval by the State, the Schedule allows the Success Agency to expend funds for the listed obligations. Obligations will be paid using cash on hand or revenues from the Redevelopment Property Tax Trust Fund; no general funds will be used to prepare the ROPS or to pay obligations listed on the ROPS.

<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>			
None			
<b>Attachments:</b>			
1. Resolution			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Recognized Obligations Payment Schedule for July 1, 2013 to December 31, 2013			



# County of Sonoma

## State of California

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Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

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**Resolution Of The Governing Board Of The Successor Agency For The Sonoma County Community Redevelopment Agency (“Successor Agency”), Approving The Recognized Obligations Payment Schedule For The Period Ending December 31, 2013.**

**Whereas**, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding ABx1 26 largely constitutional, and AB 1484 was subsequently enacted by the State Legislature to revise and expand upon the terms of ABx1 26 (collectively referred to herein as the “Dissolution Act”); and

**Whereas**, under the Dissolution Act all California redevelopment agencies, including the Sonoma County Community Redevelopment Agency (the “Redevelopment Agency”), were dissolved on February 1, 2012; and

**Whereas**, on January 10, 2012, the Sonoma County Board of Supervisors (“County Board”) adopted a resolution accepting for the County the role of Successor Agency to the Redevelopment Agency (“Successor Agency”); and

**Whereas**, under the Dissolution Act, the Successor Agency must prepare a “Recognized Obligations Payment Schedule” (“ROPS”) that enumerates the enforceable obligations and expenses of the Successor Agency for successive six-month periods beginning on January 1, 2012, which must be (a) approved by the Oversight Board for the Successor Agency, (b) submitted to the County Auditor-Controller, County Administrator, State Controller’s Office, and State Department of Finance, and (c) posted on the Successor Agency’s website; and

**Whereas**, the Successor Agency and the Oversight Board have previously approved and adopted the ROPS for the periods ending June 2012, December 2012 and June 2013; and

**Whereas**, the State Department of Finance has approved the ROPS for the periods ending June 2012, December 2012, and June 2013, with the exception of certain disqualified items; and

**Whereas**, the Successor Agency must prepare, and the Oversight Board must adopt and submit, a fourth ROPS covering the six-month period ending December 31, 2013, no later than March 1, 2013.

**Now, Therefore, Be It Resolved**, that the governing Board of the Successor Agency for the Sonoma County Community Redevelopment Agency, hereby finds, determines, and resolves as follows:

Resolution #

Date:

Page 2

1. The foregoing recitals are true and correct.
2. The Board hereby approves the Recognized Obligations Payment Schedule for the Successor Agency covering the period from July 1, 2013 through December 31, 2013, as presented to this Board, and authorizes and directs the Executive Director of the Sonoma County Community Development Commission, on behalf the Successor Agency, to take all necessary actions under the Dissolution Act with respect to submitting the Recognized Obligations Payment Schedule in the mandated format to the Oversight Board, County Auditor-Controller, County Administrator, State Controller, and the State Department of Finance.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 27**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Thomas F. O’Kane Jr., (707) 565-3585

**Supervisorial District(s):**

First and Second Districts

**Title:** Award of Contract for Porter Creek Road Bridge Replacement Project

### Recommended Actions:

1. Approve plans and specifications for Porter Creek Road Bridge Replacement Project
2. Award contract to low bidder, Gordon N Ball Inc., in the amount of \$4,489,342.60 and authorize Chair to execute construction contract C00028. (First and Fourth Supervisorial Districts)

### Executive Summary:

Porter Creek Bridge is located on Porter Creek Road near the intersection of Franz Valley Road. The five-span bridge was constructed in 1935 using reinforced concrete and a reinforced concrete deck supported by built-up steel girders on the center span. The bridge is being replaced due to a number of factors including but not limited to failure of some structural steel girders (the failed girders have temporary support now) and substandard roadway width. The new bridge will accommodate a left turn lane for Franz Valley Road and be constructed in stages to maintain traffic at all times. The project is designed to keep the roadway within the existing right of way and relocate adjoining property owner’s frontage improvements outside of the roadway.

Project was advertised for bids December 3, 2012, to January 17, 2013.

Bids were opened on January 17, 2013.

Bids were received as follows:

Gordon N Ball, Inc. (Alamo, CA): \$4,489,342.60  
R.M. Harris Co. (Martinez, CA): \$4,766,054.90  
Viking Construction Co. (Rancho Cordova, CA): \$5,100,513.00  
West Coast Contractors (Coos Bay, OR): \$5,279,865.60  
Golden State Bridge, Inc. (Benicia, CA): \$6,546,196.20

The Engineer’s Estimate was: \$4,000,000.00

The low bid of Gordon Ball Inc. is \$351,173.10 (8.5 %) above the Engineer’s Estimate. The next lowest bid is 6.2% higher than the low bidder. There are four items that represent the majority of the 8.5% cost difference between the Engineer’s Estimate and the lowest bid: Traffic Control, Clearing and Grubbing, Bridge Removal, and

Mobilization. These items are lump sum items and the cost difference from the Engineers Estimate may be attributable to different construction methods used by the contractor.

Gordon N. Ball Inc. is experienced in this type of work. They have been in operation for over 25 years and have constructed many bridges similar to Porter Creek Bridge.

The total estimated cost of the project is \$4,938,277 including 10% for contract contingency. Funding for this project includes federal highway bridge funds, traffic mitigation funds and Prop 1B funds.

Appropriations are available in the 2012-13 Bridge Index budget.

**Prior Board Actions:**

6/19/12: Board authorized Chair to execute First Amendment with Mark Thomas & Company, Inc. for Porter Creek Bridge for \$63,694 total contract not to exceed \$512,915, term ending June 30, 2014 1/11/11: Board authorized Chair to execute Agreement with Mark Thomas & Company, Inc. for Design of the replacement of the Porter Creek Bridge for an amount not-to-exceed \$449,221; 12/5/06: Board approved Resolution adopting a Mitigated Negative Declaration and Mitigation Monitoring Program and approving a project to replace the Porter Creek Bridge; 10/17/06: Board approved agreement with HDR, Inc. for design peer review; 12/2/03: Board approved terminating agreement with A-N West, Inc; 02/26/02: Board approved agreement for engineering consulting services with A-N West, Inc.

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

This project will improve the safe passage of vehicles, bicyclists and pedestrians over Porter Creek on Porter Creek Road.

**Fiscal Summary - FY 12-13**

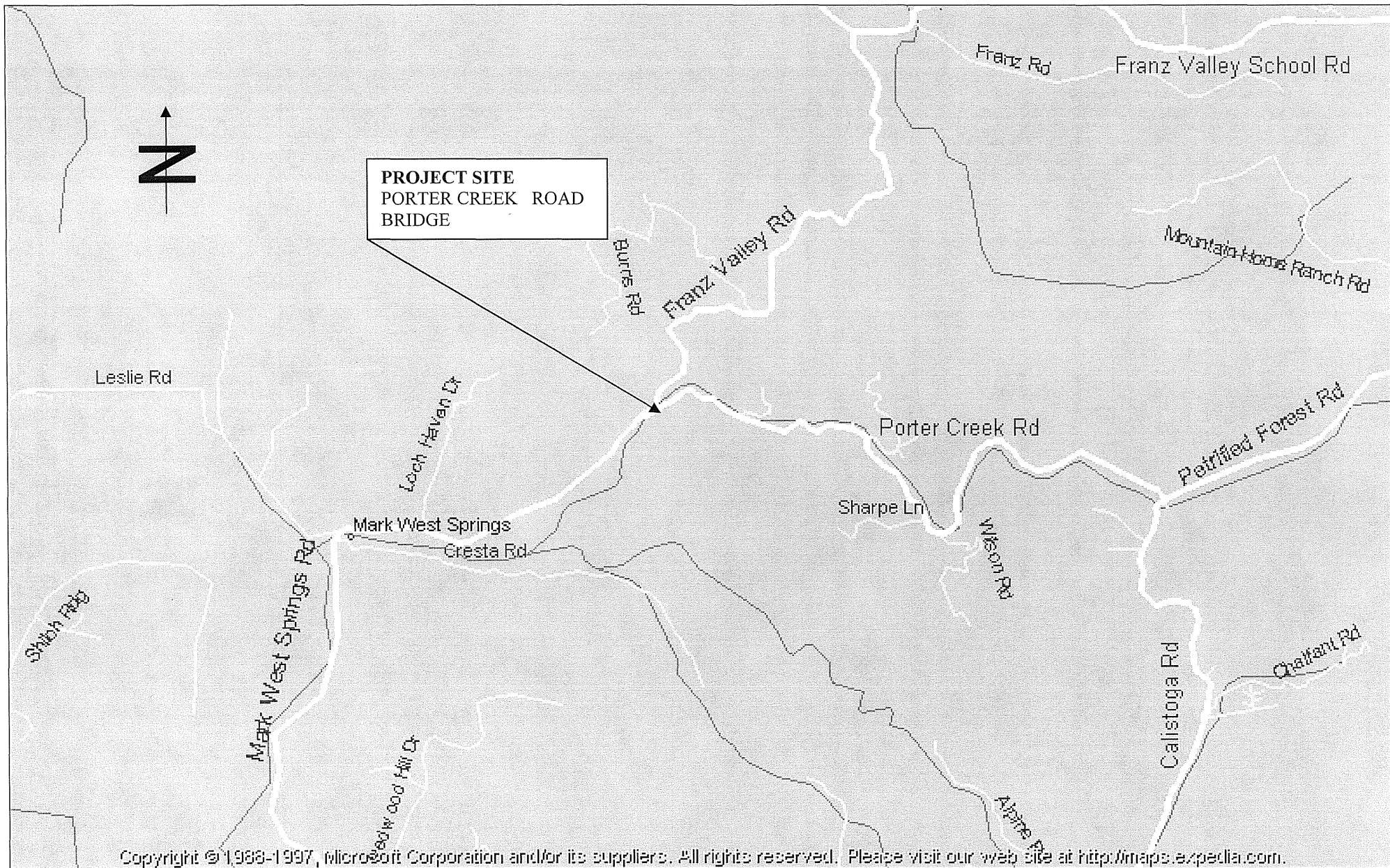
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 4,600,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 4,572,380
	\$	Fees/Other	\$ 27,620
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 4,600,000</b>	<b>Total Sources</b>	<b>\$ 4,600,000</b>

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

The FY 12-13 budget included \$4.6M in appropriations for construction which will allow for encumbrance of contract at value of \$4,489,342.60 as submitted by low bidder. Constructions will span multiple fiscal periods so an adjustment to cover the 10% contingency will be included in the FY 13-14 budget.

<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>			
<b>Attachments:</b>			
Vicinity Map			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Special Provisions Book and Plans, Bid Book, Addendum #1, Addendum #2, Addendum #3, Clarification #1.			





**LOCATION MAP**  
**PORTER CREEK ROAD BRIDGE**  
 BRIDGE NO. 20C-0112



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 28**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Board of Supervisors – (707) 565-2241

**Supervisorial District(s):**

**Title:** Minutes of January 15, 2013

**Recommended Actions:**

Approval

**Executive Summary:**

Approval of Minutes – Approve the Minutes of the Meeting of January 15, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Sonoma County Public Finance Authority, Sonoma County Water Agency, and Board of Supervisors.

**Prior Board Actions:**

None

**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>

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<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>			
None			
<b>Attachments:</b>			
Minutes of January 15, 2013			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

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

**TUESDAY**

**JANUARY 15, 2013**

**8:30 A.M.**

Susan Gorin	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.

## 8:30 A.M. CALL TO ORDER

Supervisors Present: Supervisors Gorin, Rabbitt, Zane, McGuire, and Carrillo  
(All Supervisors Were Present)

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

Chairman Rabbitt presiding.

8:30 A.M. Chairman Rabbitt 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)

Chairman Rabbitt announced that Closed Session items #29 and #31 had been withdrawn.

#### II. PRESENTATION OF RETIREMENT CERTIFICATES

#### III. BOARD MEMBER ANNOUNCEMENTS

Supervisor McGuire provided the Board with an Indian Reservation Road funds update and he asked the Board to adjourn in memory of Minnie McEnhill and Vernon Brooks.

Supervisor Zane announced she chaired the Rohnert Park Oversight Board meeting; attended the Santa Rosa Oversight Board meeting; and attended Congressman Mike Thompson's Gun Violence Prevention Forum. She shared that she will be attending the Presidential Inauguration, as a guest of the Rural Water Board.

Supervisor Gorin reported she scheduled office hours in Sonoma on January 25th and 31st. She asked the Board to adjourn in memory of Darryl Ellingson.

Supervisor Carrillo announced he will be in Sacramento in the next couple of days to participate in the California State Association of Counties Executive Committee meeting; will speak to Senate President Pro Tem Darrell Steinberg on the budget and other county matters; and he invited members of the public to attend a community meeting on January 19th in Jenner to discuss the Jenner Headlands. He asked the Board to adjourn in memory of Pam Eck, and George Snyder.

Chairman Rabbitt announced he attend the Sonoma County Employees Retirement Association Benefits and Investments Committee meetings; attended Congressman Mike Thompson's Gun Violence Prevention Forum; participated on a conference call with Congressman Thompson regarding the forum; and attended the Golden Gate Bridge Highway Transportation District Board meeting. He asked the Board to adjourn in memory of Robert Abramson.

IV. CONSENT CALENDAR (Items 1 through 22)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 3)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution honoring the Analy Tigers football team for their perfect record during the regular Fall season, their win of the Sonoma County League title, and their advancement to the semi-finals of the North Coast Section, Division 3. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0012

2. Adopt a Gold Resolution commending Sonoma County Probation Officer Richard Ortiz for being selected as the Regional Employee of the Year for the Bay Region by the Bay Region Chiefs of the Chief Probation Officers of California (CPOC). (Probation)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0013

3. Adopt a Gold Resolution declaring the month of January 2013 as Eligibility Worker and Employment & Training Specialist Recognition Month. (Human Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0014

COMMUNITY DEVELOPMENT COMMISSION

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

4. Authorize the Chair to execute a Personal Services Agreement with Kathleen Kane as Executive Director of the Community Development Commission from January 15, 2013, through January 14, 2018.

Board Action: Approved as Recommended

UNANIMOUS VOTE

SONOMA COUNTY WATER AGENCY

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

5. Authorize Tim Gahagan, Geographic Information Technician II, to travel to the Netherlands to present a paper at the Geospatial World Forum 2013 on sanitation utility management using geographic information system applications, paid for by Geospatial Media and Communication Pvt Limited.

Board Action: Approved as Recommended

UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

6. Adopt Resolution authorizing the Sonoma County Water Agency's General Manager to: (A) file a grant application for the City Watersheds of Sonoma Valley Project pursuant to the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resource Code Section 5096.800 et seq.); (B) execute a grant agreement with the State of California; and (C) take all actions necessary to carry out the project and implement the grant agreement. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0015

AUDITOR CONTROLLER-TREASURER TAX COLLECTOR

7. Review and accept the audit report of the Sonoma County Human Services Department Child Development Program for the fiscal year ended June 30, 2012, with no significant findings.

Board Action: Approved as Recommended

UNANIMOUS VOTE

8. Adopt a Resolution to transfer certain unclaimed funds in the amount of \$5,000 or more totaling \$12,917 to the County General Fund.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0016

AUDITOR CONTROLLER-TREASURER TAX COLLECTOR

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

COMMUNITY DEVELOPMENT COMMISSION

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

SONOMA COUNTY WATER AGENCY

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

9. Adopt a Concurrent Resolution of the Board of Supervisors of the County of Sonoma and all Districts governed ex-officio by the Board of Supervisors renewing authorization for the County Treasurer to assume full responsibility for all transactions and expenditures related to the investment and reinvestment of funds on deposit in the County Treasury; and Adopt a Resolution of the Board of Supervisors of the County of Sonoma ratifying and authorizing the County Treasurer's acceptance and investment of excess funds on behalf of other local agencies in the County Treasury.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0017, 13-0018

CONSENT CALENDAR (Continued)

BOARD OF SUPERVISORS

10. Adopt a Resolution supporting the proposed expansion of the Cordell Bank and Gulf of Farallones National Marine Sanctuaries.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0019

COUNTY ADMINISTRATOR

11. Accept the 2012 Sonoma County Annual Report.

Board Action: Approved as Recommended

UNANIMOUS VOTE

COUNTY COUNSEL

12. Authorize the Chair to execute an amendment to the Legal Services Agreement with Moscone Emblidge Sater & Otis for representation in an appeal. (4/5 vote required)

Board Action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES/ AUDITOR CONTROLLER-TREASURER TAX COLLECTOR

13. Authorize the Clerk to publish a notice declaring the Board of Supervisors' intention to enter into a lease agreement with the Sonoma County Employee's Retirement Association (SCERA) for approximately 5,060 rentable sq. ft., for an initial rental rate of \$1.45 per sq. ft. per month (approximately \$88,045 per year), subject to adjustment as more particularly described in said lease, for an initial 3-year term plus options, in the building located at 433 Aviation Boulevard, Santa Rosa, CA for use by the Enterprise Financial System project.

Board Action: Approved as Recommended

UNANIMOUS VOTE

HEALTH SERVICES

14. Authorize the Director of Health Services to execute an agreement with Ag Innovations Network to support efforts related to the Sonoma County Food System Alliance for the period January 15, 2013 through June 30, 2015 in an amount not to exceed \$300,000.

Speaker: Peter Rumble, Department of Health Services

Board Action: Approved as Recommended

UNANIMOUS VOTE



CONSENT CALENDAR (Continued)

PERMIT AND RESOURCE MANAGEMENT

15. Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between three parcels, with one parcel under a Williamson Act contract, owned by The Lands of Joseph W. Dutton and Tracy L. Dutton, Trustees; The Lands of Paul Hobbs Winery; and The Lands of Larry Brooke and Eliana Brooke for properties located at 4082 Highway 116 North, Sebastopol (APN 113-110-028), 8661 Green Valley Road, Sebastopol (APN 130-11-009), and 3800 Vine Hill Road, Sebastopol, (APN 130-110-029) (File No. LLA12-0031) (Fifth District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No. 13-0020

16. Authorize the Chair to execute a contract amendment with Cotton, Shires and Associates for an increase of \$20,000 for a new total not to exceed \$40,000, through August 31, 2013, for peer review of technical engineering documents such as geotechnical reports and hydrogeologic assessments.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

REGIONAL PARKS

17. Authorize the Chair to execute an amended Professional Services Agreement with LTD Engineering, Inc. to expand the scope of the agreement, extend the term through October 31, 2014, and increase the consideration by \$21,000 for at total of \$106,000 for engineering services for repairs to the Healdsburg Veterans Memorial Beach dam spillway. (Fourth District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

18. Authorize the Director of Regional Parks to execute a Revocable License Agreement with North Coast Fisheries, Inc. for the use of property located at Mason's Marina, 1820 Westshore Road, Bodega Bay, for an initial term of 1 year, from April 1, 2012 through March 31, 2013 with an option to renew for 1 year with revenues of \$30,000 per year. (Fifth District).

Board Action: Approved as Recommended  
UNANIMOUS VOTE

SHERIFF'S OFFICE

19. Accept the Fiscal Year 2011-2012 Annual Inmate Welfare Trust Fund Report.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

20. Adopt a Resolution authorizing the Sheriff to take the following actions: (A) apply for the Fiscal Year 2012-13 Anti-Drug Abuse (ADA) grant, (B) accept the grant award totaling \$157,176 for the grant period from October 1, 2012 through September 30, 2013, and (C) execute the related grant agreement including any amendments or modifications that do not substantially change the material terms of the agreement.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0021

APPOINTMENTS/REAPPOINTMENTS

(Items 21 through 22)

21. Appoint Karen Fies, Robert Reynolds, and Kristyn Byrne to the Workforce Investment Board for one year terms ending January 15, 2014. (Human Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

22. Appoint Supervisor Gorin to the Oversight Board for the Successor Agency to the Sonoma County Redevelopment Agency. (County Administrator's Office)

Board Action: Approved as Recommended

UNANIMOUS VOTE

V. REGULAR CALENDAR

(Items 23 through 27)

AUDITOR CONTROLLER-TREASURER TAX COLLECTOR  
AND  
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT  
COMMUNITY DEVELOPMENT COMMISSION  
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT  
SONOMA COUNTY PUBLIC FINANCE AUTHORITY  
SONOMA COUNTY WATER AGENCY

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

23. Adopt a Resolution approving a charter formalizing the responsibilities, reporting lines, and protocols of the Sonoma County Internal Audit function and grant the Auditor-Controller-Treasurer-Tax Collector the authority to fulfill its objectives.

9:29 A.M.

Present: David Sundstrom, Auditor-Controller-Treasurer-Tax Collector, and Kanchan Charan, Audit Manager

Mr. Sundstrom provided the Board with a revised version of Attachment B - Charter of the Sonoma County Internal Audit Function.

Supervisor Rabbitt made a recommendation to bifurcate the recommended actions and continue the discussion regarding the membership composition of the Audit Advisory Committee to February 8, 2013.

Board Action: (A) Adopt a Resolution approving a charter formalizing the responsibilities, reporting lines, and protocols of the Sonoma County Internal Audit function and grant the Auditor-Controller-Treasurer-Tax Collector the authority to fulfill its objectives; and (B) Continue the Audit Advisory Committee membership composition discussion to February 8, 2013.

UNANIMOUS VOTE

Approved by Resolution No. 13-0022

10:04 A.M. Board recessed

10:14 A.M. Board reconvened

Absent: Supervisor Carrillo and Supervisor McGuire

COUNTY ADMINISTRATOR

24. Approve the Sonoma County 2013 State and Federal Legislative Program to be used by County staff, legislative advocates and the legislative delegation in efforts to seek policy support and acquire federal and state resources for County priorities.

10:14 A.M.

REGULAR CALENDAR (Continued)

Item #24 Continued

Present: Jim Leddy, Community and Governmental Affairs Manager

10:15 A.M. Supervisor Carrillo joined the meeting

10:16 A.M. Supervisor McGuire joined the meeting

10:27 A.M. Supervisor Carrillo left the meeting

10:27 A.M. Supervisor Carrillo rejoined the meeting

The Board gave direction to staff to move General Concern Item #17 Current and Future Realigned Health and Human Services Programs to the top Legislative priorities.

Board Action: Approve the Sonoma County 2013 State and Federal Legislative Program to be used by County staff, legislative advocates and the legislative delegation in efforts to seek policy support and acquire federal and state resources for County priorities, and direct staff to move General Concern Item #17-Current and Future Realigned Health and Human Services Programs to the top Legislative priorities.

UNANIMOUS VOTE

GENERAL SERVICES / COUNTY ADMINISTRATOR

25. Comprehensive County Facilities Plan Update –
- (A) Accept the Comprehensive County Facility Plan - C.C.F.P.
  - (B) Endorse the development of the County Administration Center to house county staff within county-owned facilities.
  - (C) Direct staff to research and report back to your Board with a County Government Center development program for a centralized county campus, including a recommended funding plan.
  - (D) Direct staff to develop policies and practices identified in the C.C.F.P. that optimize the effective use of work space and equipment.

11:41 A.M.

Present: Jose Obregon, Director of General Services; Mark Hummell, General Services Department; and Jennifer Murray, Deputy County Administrator

Speakers:

Rita Scardaci, Director of the Department of Health Services  
John Hartwig, Director of Information Systems Department

The Board directed staff to address the following questions and bring back to the Board in the next 90 days:

1. What is the long term plan for the 81 acres at the Chanate campus?

REGULAR CALENDAR (Continued)

Item #25 Continued

2. What is the priority between the Chanate and County campus?
3. What is long term vision for the 18 acres at the airport moving, and the North County Detention facility?
4. Using the 40 year period referenced in the CCFP report, what would be the greatest investment for the tax payer dollar - long term lease or own?
5. What is the plan for the vacant parcels and buildings around the Santa Rosa Junior College campus?
6. What are the financial opportunities and service delivery models that come with the construction of the new Courthouse?
7. Provide the amount of dollars that various Departments have to work with to upgrade facilities, potential moves, and purchase of new building, etc.
8. Identify which Departments can spend dollars on purchasing buildings versus leasing.
9. Does the \$218-253 Million that it would take to develop the County campus include potential revenue opportunities?
10. What is the long term financial vision?

Board Action:

- (A) Accept the Comprehensive County Facility Plan - C.C.F.P.
- (B) Endorse the development of the County Administration Center to house county staff within county-owned facilities and return to the Board within 90 days to address the above listed questions.
- (C) Direct staff to research and report back to your Board with a County Government Center development program for a centralized county campus, including a recommended funding plan.
- (D) Direct staff to develop policies and practices identified in the C.C.F.P. that optimize the effective use of work space and equipment.

UNANIMOUS VOTE

COUNTY ADMINISTRATOR

26. Accept Legislative report from Assemblywoman Mariko Yamada.

11:00 A.M.

Present: Assemblywoman Mariko Yamada

Information Only.

BOARD OF SUPERVISORS

27. Approve Board Sponsorship in the amount of \$470 to cover the cost of renting space at the Santa Rosa Veteran's Building for the annual Season of Nonviolence community event, scheduled for January 31, 2013. Over 150 people are expected to participate. (Third District)

10:44 A.M.

REGULAR CALENDAR (Continued)

Item #27 Continued

Board Action: Approved as Recommended  
UNANIMOUS VOTE

10:44 A.M. Board recessed

11:00 A.M. Board reconvened

1:00 P.M. Chairman Rabbitt announced that the Board would reconvene at 2:15 P.M. The Board recessed to Closed Session.

## VI. CLOSED SESSION CALENDAR

(Items 28 through 31)

28. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: County of Sonoma v. Inderjit Kalia and Joy Mukherji. Sonoma County Superior Court Case No.: SCV 250096 (Govt. Code Section 54956.9(a)).

Board Action: Approve to proceed with a tentative settlement reached between the County and Defendants by way of a Stipulated Judgment on negotiated terms and conditions, including a compromise of penalties, costs and fees in the amount of \$55,791.50 so long as certain conditions are met, with direction to the Building Division Manager, Ben Neuman, to execute the settlement documents.

UNANIMOUS VOTE

29. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: River Road Slide Repair Project Claims (Govt. Code Section 54956.9(a)).

Withdrawn.

30. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Public Employee Performance Evaluation - Title: Sonoma County Water Agency General Manager (Govt. Code Section 54957).

Direction was given to staff.

31. 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)).

Withdrawn.

## VII. REGULAR AFTERNOON CALENDAR

(Items 32 through 34)

2:16 P.M. - RECONVENE FROM CLOSED SESSION

Absent: Supervisor Gorin

32. Counsel Goldstein reported on Closed Session. See items #28-31.

33. 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.)

2:17 P.M. Public Comment opened

Peter Tscherneff

2:17 P.M. Supervisor Gorin joined the meeting

Duane DeWitt  
R.G. Williamson  
Collen Fernald  
Maureen DeVoe  
John Jenkel  
Richard Hannan  
Stefanie Koontz  
Roger McConnell

2:42 P.M. Public Comment closed

34. 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
- There were no Acts or Determinations to review.

2:43 P.M. The Board adjourned the meeting in memory of Darryl Ellingson, Robert Abramson, Vernon Brooks, Minnie McEnhill, Pam Eck, and George Snyder. The meeting was adjourned to January 29, 2013 at 8:30 A.M.

Respectfully submitted,  
Michelle Arellano, Chief Deputy Clerk of the Board





County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 29**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Shirlee Zane, 565-2241

**Supervisorial District(s):**

Third

**Title:** Reappointment

**Recommended Actions:**

Reappoint Julia Freis to the Library Commission, representing the Third District, for a term of four years beginning February 24, 2013 and ending February 24, 2017.

**Executive Summary:**

**Prior Board Actions:**

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

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
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>			
<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>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 30**  
(This Section for use by Clerk of the Board Only.)

**To:** The Board of Supervisors of Sonoma County and the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Regional Parks and Agricultural Preservation and Open Space District

**Staff Name and Phone Number:**

Bert Whitaker 565-2041, Sheri Emerson 565-7358

**Supervisorial District(s):**

1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup>

**Title:** PG&E Transmission Vegetation Management Plan in County and District Owned Properties

### **Recommended Actions:**

Direct Sonoma County Regional Parks and Sonoma County Agricultural Preservation and Open Space District to work with Pacific Gas and Electric Company to develop an approach to vegetation management that complies with all regulatory requirements and mitigates environmental impacts on County and District properties: Coopers Grove, Saddle Mountain, Shiloh Ranch Regional Park, and Sonoma Mountain Woodlands.

### **Executive Summary:**

The purpose of this report is to update the Board and receive direction related to Pacific Gas and Electric's (PG&E) Transmission Vegetation Management Plan (TVMP) and its potential impacts on County and Sonoma County Agricultural Preservation and Open Space District (District) properties. The TVMP was created in 2011 to comply with Federal Energy Regulatory Commission regulations mandating enhanced vegetation maintenance standards. PG&E's new standards are aggressive in reducing the risk of vegetation induced power line damage and are a significant departure from past practices of selective trimming and tree removal. The TVMP and proposed actions pursuant to the plan have become the subject of intense citizen interest in Sonoma County. Concerned citizens formed a community based organization, SOS Trees, to promote the least disruptive vegetation management plan possible under the high voltage power lines in Sonoma County. The recommendations of SOS Trees are included in attachment 2, Property Owner Vegetation Management Document.

The TVMP affects four properties owned by the County or the District. These properties are Coopers Grove, Saddle Mountain, Shiloh Ranch Regional Park, and Sonoma Mountain Woodlands (see attached map). To date, over 14 million dollars of public money has been spent to acquire, develop, provide access, and conserve the natural resources on these properties. All of these properties contain sensitive habitats and riparian corridors under or adjacent to the 230 kV power lines. For example, the headwaters of Matanzas Creek pass under the power lines on Sonoma Mountain, and the steep slopes

and unstable soils at Shiloh Ranch Regional Park have the potential for significant erosion that could impact water quality and hillside stability.

Regional Parks and District staff have met with representatives from PG&E and seek to work closely to develop a vegetation management plan for County and District owned properties which would minimize the risk of vegetation induced damage to high voltage power lines while also minimizing the ecological impacts, and conforming to California Department of Fish and Game regulations and the County of Sonoma Code of Ordinances Sections 11.16, 11.18 and 26C-382. The County and the District seek to implement the least disruptive vegetation management plan that provides for the reliability of the energy grid and the safety of the citizens of Sonoma County. County and District staff also seek to work closely with the California Department of Fish and Wildlife, the Regional Water Quality Control Board, and concerned members of the community on implementation of the TVMP on public lands.

**Prior Board Actions:**

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

**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):**

There are no direct fiscal impacts as a result of this recommendation. The only cost is for staff time involved in researching effects of the proposed TVMP and preparation of documents, within FY 12-13 appropriations.

**Staffing Impacts**

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

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

**Attachments:**

Attachment 1 Background PG&E Transmission Vegetation Management Plan; Attachment 2 Property Owner Vegetation Management Document; Attachment 3 Property Map

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

### **Background to the PG&E Transmission Vegetation Management Plan in Sonoma County**

PG&E maintains 52 miles of 230 kV high voltage power lines from the Geysers through Santa Rosa and south to Novato in Marin County. High voltage power lines are susceptible to damage from falling trees and other contact with vegetation due to wind, fire or rapid growth. The risk of vegetation induced damage is increased by line sag related to changes in the energy load carried by the lines. The power grid in the United States is highly integrated and if one power plant, power line, or portion of the power grid goes offline, energy is rerouted through other power lines to meet customer demands. As energy is rerouted, the load on these alternate lines can jump from 10% to 50% in seconds. This additional energy load causes heat and power lines respond by expanding, stretching, and sagging. If vegetation has not been properly maintained, stretching power lines can touch overgrown vegetation which in turn can spark wildfires and cause additional power outages. This damage has the potential to cause widespread power outages. For example, in 2003 a blackout across the Eastern United States and Canada left 55 million customers without power for up to 16 hours. Subsequent investigations determined that contact between power lines and over-grown trees was a major contributing factor in that power outage. In response, the Federal Energy Regulatory Commission (FERC) legislated mandatory vegetation maintenance standards for power transmission systems as part of the Federal Energy Policy Act of 2005. In addition, FERC Reliability Standard FAC 003-1 provides fines up to \$1,000,000 for energy carriers who fail to maintain their facilities and that includes clearing vegetation below power lines. In 2008 the stalk of a Century Plant in Contra Costa County grew into a power line and caused the line to go down. PG&E was fined \$100,000 for the incident per FAC 003-1, even though no customers lost power as a result of the fire. Critics of the TVMP maintain that potential maximum energy transmission on high voltage power lines in Sonoma County is far enough below capacity that the risk of significant heat induced sag is negligible and they also maintain that it is possible to meet regulatory requirements with less aggressive vegetation management and removal.

PG&E has easement rights to access all properties that have high voltage power lines. These agreements give PG&E broad latitude to perform vegetation removal necessary to protect the power grid. However, improper vegetation management in riparian corridors poses serious environmental risks to waterways. These risks include excessive erosion, debris in the waterway, and increased water temperature due to exposure to sunlight. Vegetation removal also disturbs soils and that can encourage the growth and spread of invasive plant species. Because of these risks, the Agricultural Preservation and Open Space District and Regional Parks are concerned about the effects of the TVMP on County owned lands. Because streams and waterways are environmentally sensitive, all proposed vegetation clearing activities in riparian corridors need to be reviewed and approved by the California Department of Fish and Wildlife.

On County and Sonoma County Agricultural, Preservation & Open Space District (District) owned properties, PG&E has been selective in its vegetation removal for the past several decades. They have routinely monitored power lines and collaborated with land managers to insure vegetation does not grow into the established minimum safe distances from power lines and infrastructure. Public Resources Code 4293 mandates the minimum safe distance for vegetation from 230 kV power lines and the California Public Utilities Commissions (CPUC) General Order 95 Rule 35 mandates a required minimum distances between power lines and vegetation. The TVMP was created to comply with the FERC Federal Energy Policy Act of 2005 FAC 003-1 mandate that all electric transmission owners prepare and keep current a vegetation management program with “objectives, practices, approved procedures, and work specifications” that “identify and document clearances between vegetation and any overhead, ungrounded supply conductors”.

There has been a strong public reaction to PG&E's vegetation management efforts during the past year. In December 2011 PG&E sent letters to property owners advising them of planned vegetation management activities underneath high voltage power lines. The letter said that "trees needing removal will be marked with a blue dot". During the inspection phase PG&E marked thousands of trees with blue dots and property owners became concerned that properties under the power lines would be clear-cut by PG&E. On March 29, 2012 PG&E held a public meeting at the Bennett Valley Fire Station in Santa Rosa that was well attended. Local environmental organizations and concerned property owners created a new group, SOS Trees, to oppose or limit tree removal activities under the high voltage power lines. SOS Trees works closely with concerned property owners and has expressed their concerns to Congressman Mike Thompson, State Senator Noreen Evans, former State Assembly member Michael Allen, State Assembly member Wes Chesbro, and to members of the Sonoma County Board of Supervisors. SOS Trees seeks to obtain PG&E adoption of a 'Property Owners Vegetation Management Document'. The provisions in this document (see attachment) include: no removal of trees on slopes greater than 40%, California Department of Fish and Game, US Department of Fish and Wildlife, and County of Sonoma approval for proposed work in riparian corridors and biologically sensitive areas, and to limit tree trimming to the maintenance of a 25' clearance during a two year cycle.

In the summer of 2012 PG&E performed selective tree trimming and tree removal activities in Shiloh Ranch Regional Park and on the Sonoma Woodlands property. Most of this work was done on hillside slopes leaving vegetation immediately above waterways relatively untouched, but some of the slopes adjacent to riparian corridors were extensively cut by PG&E and many trees within the riparian corridors were marked for removal, sparking concern by SOS trees. Regional Parks and District staff are have similar concerns. As a result, Regional Parks and the District seek to work closely with PG&E on vegetation management on County owned properties to minimize the risk of vegetation induced damage to high voltage power lines while conforming to California Department of Fish and Game regulations and the County of Sonoma Code of Ordinances Sections 11.16, 11.18 and 26C-382. The County and the District seek to implement the least disruptive vegetation management plan that provides for the reliability of the energy grid and the safety of the citizens of Sonoma County. The Property Owner Vegetation Management guide produced by SOS Trees provides a good template for such a plan. The County and the District seek an agreement with PG&E on the following points:

1. The TVMP cannot be a 'one size fits all' program on County and District owned properties. Vegetation management activities must be site specific with a bias towards management over removal.
2. The County and the District seek to work with PG&E to develop a mitigation plan for tree removal on County and District owned properties.
3. The County and the District seek to work with PG&E to develop a plan to impede the growth and spread of invasive exotic plants in areas affected by the TVMP.
4. The County and the District seek to work with PG&E to develop a sediment control plan in areas affected by the TVMP.
5. The County and the District seek to work with PG&E and other government agencies to insure compliance with all regulatory requirements.

09-21-2012

For the last fifty years PG&E has maintained the safety of its transmission lines in Sonoma County through annual line monitoring, trimming and selective removal of trees. It is in the interest of Sonoma County residents to continue the same method of safety measures.

PG&E has changed this method to emphasizing tree removal in place of tree trimming. The members of SOS-trees and the greater Sonoma community would like to see the following document, Property Owners Vegetation Management Document, be supported by PG&E in all future vegetation maintenance.

#### Property Owners Vegetation Management Document

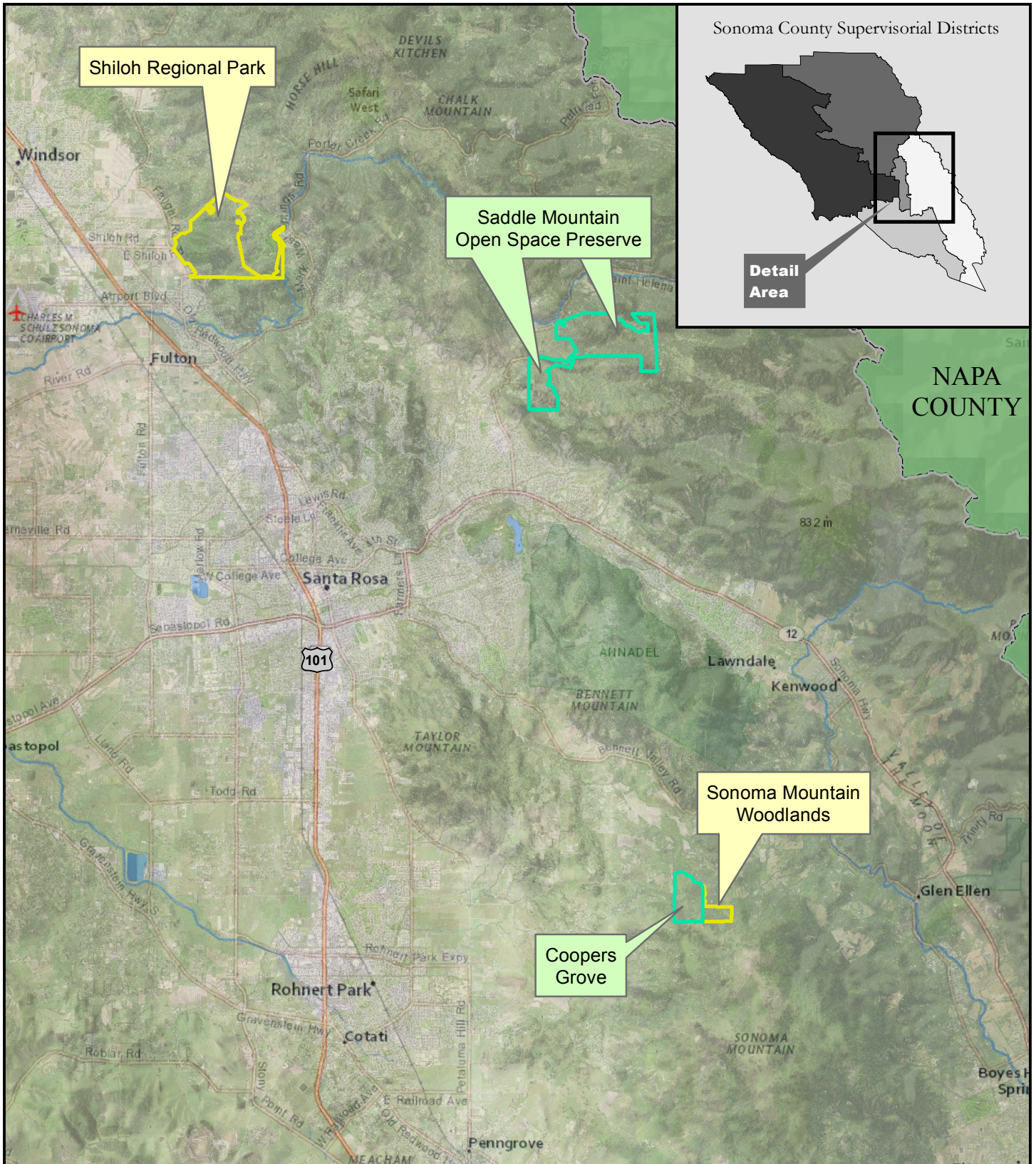
A: The following points will be provided in written form to property owners before vegetation management procedures begin:

- PG&E will provide the recorded easement document, which states the owners and PG&E's rights specific to vegetation management.
- Property owners will receive notifications from PG&E by registered letter.
- All trees to be worked will be clearly marked and the intent of PG&E's work will be specified to the property owner.
- Trimming of trees will be the 1<sup>st</sup> option for meeting clearance requirements
- Removal of ANY trees will need to meet the following conditions: Dead, diseased, dying or posing "imminent threat" as specified by FERC.
- Permits will be provided for ANY work in biologically sensitive areas or habitats including streams and hillsides.
- Herbicides will not be applied without written permission of the property owner.
- Property owners will be given the choice to have all of the brush or remaining debris removed by the utility.
- Compensation will be provided to property owner for any property damage, and mitigation of removal will be provided for any and all trees taken from property.
- 

B: Specifications of pending work on easement

- No tree removal on hillside slopes with a grade of 40% or greater.
- All proposed tree work in riparian and biologically sensitive areas will meet Department of Fish And Game, Department of Fish and Wildlife and Sonoma County Tree Removal regulations. Permits will be posted on site one week before work begins.
- Trimming of trees on NERC Regulated Lines will maintain a 25' clearance during a 2 year cycle.



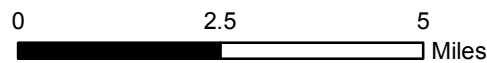


**SONOMA COUNTY**  
 AGRICULTURAL PRESERVATION  
 AND OPEN SPACE DISTRICT

## Location of County and District Owned Subject Properties

### Properties

- County
- District



Map Date: 1/30/2013  
 Sources: Base Map (ESRI/NatGeo); Aerial (USGS/SonoCo); Protected Lands (GreenInfo)  
 This map is for illustrative purposes only and is not intended to be a definitive property description.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 31**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Agricultural Preservation and Open Space District, Regional Parks

**Staff Name and Phone Number:**

Sara Press, SCAPOSD, 565-7368  
Mark Cleveland, RP, 565-3349

**Supervisory District(s):**

Districts 1 and 3

**Title:** Taylor Mountain Transfer

### **Recommended Actions:**

Approve resolutions of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (District) and the Board of Supervisors of Sonoma County taking the necessary actions to execute the transfer of the Taylor Mountain Property from the District to the County subject to a conservation easement and recreation covenant.

### **Executive Summary:**

#### **Summary**

Between 1995 and 2011, the District acquired five contiguous properties in southeast Santa Rosa: the Matteri, Bath/Watt, Nunes, Taylor Mountain Ranch (also known as Russell), and Van Steyn properties, which comprise the approximately 1,100-acre Taylor Mountain property (Taylor Mountain or property). The District now proposes to transfer the property to the County of Sonoma for scenic and natural resource protection, and recreational and educational use. The District will receive, in return, a conservation easement and a recreation covenant.

#### **Public Access and Planning**

In January 2010, the District began offering an Interim Public Access Permit Program (Permit Program) to allow limited pedestrian, bicyclist, and equestrian public access onto Taylor Mountain, while a master planning process was conducted for appropriate long-term use of the property. On October 9, 2012, the District Board of Directors and the Board of Supervisors each approved the Taylor Mountain Regional Park and Open Space Preserve Master Plan (Master Plan) and Mitigated Negative Declaration, which will guide and direct the permanent conservation, resource management, recreational uses and amenities, and operations of Taylor Mountain.

**Agreement Extension**

The District and Regional Parks propose to extend the term of the existing Construction Contract Administration Services Agreement to December 31, 2013 in order to complete pedestrian improvements on Kawana Terrace needed to access the property directly from the neighborhood.

**Transfer Agreement**

The District and Regional Parks propose to enter into a transfer agreement that commits each agency to the conditions of the transfer. These conditions include execution of a conservation easement and recreation covenant (see below) and up to \$225,000 that the District will reimburse Regional Parks for operation and maintenance costs during the first three years after the transfer occurs. The District and the County propose to transfer the Property by February 15, 2013.

**Conservation Easement and Recreation Covenant**

When the District transfers fee title to the County, the District will receive a conservation easement that generally limits uses and activities on the Property to natural resource protection, recreational and educational uses, and compatible agriculture, and requires that revenue generated on the Property be spent on the Property. The District will also receive a recreation covenant that obligates the County to provide public access to the Property in perpetuity. In connection with the recreation covenant, the County will record an irrevocable offer of dedication that will allow transfer of the Property back to the District should, in the future, the County, for any reason, be unable to keep the property open to the public.

**Public Access**

Upon transfer of the Property, Regional Parks intends to utilize the existing interim parking lot located in the Farmers Lane Extension right-of-way for immediate general public access. This parking lot provides convenient access to the existing trail and road network. The current day use fee of \$7 or Park Membership will be required for vehicle parking.

**Master Plan Implementation**

Regional Parks staff is currently working on preparations needed to construct the Petaluma Hill Road staging area, per the Master Plan, with an anticipated opening by the summer of 2014. This staging area will include a parking lot accessed via Petaluma Hill Road, an equestrian parking area, permanent restrooms, picnic areas, a trailhead, low-impact camping sites and a natural play course. Funding for this work will come from a secured \$750,000 grant from the California State Parks Statewide Park Program. Regional Parks is also working closely with the 501(c)3 non-profit United Flyers of Sonoma County to develop and fundraise for the installation of an 18-hole disc golf course in the Kawana Knoll development area. Additional implementation of the Master Plan, including developing trails and staging areas, will occur over time as funding becomes available and additional partnership opportunities are identified.

**Operations, Maintenance and Programming Plan**

The District and Regional Parks have partnered since 2010 to provide daily operations and maintenance services on Taylor Mountain. These services include park patrols, law enforcement, emergency response, trails mowing and management, road repairs, and sanitation services. Therefore, Regional Parks is familiar with the Property and what operations and maintenance activities are necessary.

Regional Parks is anticipating a steady increase in use of the Property once it is more broadly open to the public and as new facilities, parking areas, trails, and recreational amenities are developed. These new improvements and amenities will accelerate public use, generate new revenues to support operations, and provide increased diversity in the outdoor recreational opportunities available to the community.

Parks has developed a multi-year Operations, Maintenance and Programming Budget Projection, as summarized in the table below, and as detailed in Attachment 7. The projected expenditure and revenue amounts are based on:

1. Regional Parks revenues, expenses, and service levels managing similar properties.
2. Service levels, maintenance standards, and guidelines included in the Master Plan.
3. A phased approach whereby expenses and revenues will increase over the next five years as improvements are completed, park visitation increases, and as anticipated funding sources become available.
4. Utilization of individual volunteers and nonprofit organizations to assist with park patrols, maintenance, trail development, and natural resource stewardship.

Revenue: Regional Parks proposes the utilization of several funding sources over the next five years to offset the balance of the operational expenses, with revenue of \$79,700 during the remainder of FY 12-13, \$161,400 in FY 13-14, and \$213,900 annually in FY 14-15 thru FY 16-17.

- Regional Parks anticipates a steady increase in revenues over the next five years from parking fees, park memberships, reservable picnic/special event areas and camping.
- Grazing activities generate revenue and will be re-invested into updating the fence and pasture configurations to facilitate appropriate rotational grazing and minimize any potential conflicts between park users and cattle.
- As allowed in its Operations & Maintenance (O&M) Policy, the District will reimburse Regional Parks for up to \$225,000 over three years for O&M costs. A work program describing reimbursable O&M tasks and estimated costs will be prepared within three months after execution of the Transfer Agreement.
- The Transient Occupancy Tax (TOT) has supported new and improved facilities in the Regional Park system over the past decade. Consistent with this practice and the Advertising Program Policy, Regional Parks is requesting TOT support thru FY 14-15 at varying amounts per year, totaling \$87,500.
- If projected revenues are not sufficient to offset the operational expenses at Taylor Mountain, Regional Parks will work with the County Administrator's Office and Board to identify other funding sources or modifications to service levels that will preserve core services at the Park and Preserve.

Expenses: The estimated annual operations, maintenance and programming cost is \$79,700 for the remainder of FY 12-13, \$161,400 for FY 13-14, and \$213,900 annually for FY 14-15 thru FY 16-17.

Asset Management: Regional Parks is also proposing to establish an Asset Management Plan and annual appropriations to a restricted maintenance account. This is consistent with the Department's sustainability approach and recommendations presented in the 2010 Management Review Services Assessment. This will include annual contributions based on the value of the asset divided by its estimated useful life. Normally this range is 3 to 5% of the value of the physical assets, including

buildings and equipment for preventative maintenance and long-term replacement. This Asset Management Plan would be funded beginning FY 14-15 based on the availability of appropriations.

	<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>
<b>Revenues</b>	\$79,700	\$161,400	\$213,900	\$213,900	\$213,900
<b>Expenses</b>	\$79,700	\$161,400	\$213,900	\$213,900	\$213,900
<b>Asset Management</b>			\$12,500	\$25,000	\$32,500

**Fiscal Oversight Commission Determination**

On January 10, 2013, the District’s Fiscal Oversight Commission determined that it can be reasonably concluded that the cumulative value of the conservation easement and recreation covenant to be received by the District is not less than the fair market value of the restricted fee interest the District is conveying.

**2020 Sonoma County General Plan**

The transfer of fee title to the County and the District’s receipt of the conservation easement and recreation covenant is consistent with 2020 Sonoma County General Plan policies. The property is within a General Plan-identified Scenic Landscape Unit, and is identified as a future park on the Open Space Plan map. A General Plan Amendment will redesignate the property as Public/Quasi-Public. The transaction supports the following General Plan goals:

- Maintaining important open spaces around the county’s cities in a largely open or natural character. (LU-5)
- Preserving important biotic resource areas and scenic features with consistent uses and intensities. (LU-10)
- Retaining the largely open, scenic character of important Scenic Landscape Units. (OSRC-2)
- Protecting and enhancing the county’s natural habitats and diverse plant and animal communities. (OSRC-7)
- Establishing a countywide park and trail system that meets future recreational needs of the county’s residents while protecting agricultural uses, with an emphasis on trails near urban areas and on public lands. (OSRC-17)

**District Acquisition Plan: Connecting Communities and the Land**

The transfer of fee title to the County and the District’s receipt of the conservation easement and recreation covenant is consistent with the District’s Acquisition Plan, *Connecting Communities and the Land*, in the Greenbelts and Scenic Hillside category, Farms and Ranches category, the Water, Wildlife and Natural Areas category, and the Recreation and Education category, specifically in policies to:

- protect scenic lands and prominent natural features that contribute to the unique identity of communities; and
- protect agricultural lands that are near the urban edge and are important to local agricultural heritage, and facilitate the continued agricultural use of farms and ranches; and
- preserve natural systems and lands that support diverse biological resources and protect lands that provide viable habitat linkages for wildlife; and

- protect lands that promote public access in proximity to urban communities and ensure that District-protected lands are managed to protect conservation values while allowing compatible public recreational and educational uses.

### **California Environmental Quality Act**

As noted above, on October 9, 2012, the Board approved the Master Plan and Mitigated Negative Declaration, to guide and direct the permanent conservation, resource management, recreational uses and amenities and operations of Taylor Mountain. A Notice of Determination was posted in accordance with Public Resources Code section 21152 and 14 California Code of Regulations section 15075.

The District's transfer of the property to the County of Sonoma and the District's receipt of the conservation easement and recreation covenant fall within the scope of the Master Plan and Mitigated Negative Declaration.

Since approval of the Master Plan and Mitigated Negative Declaration in October, there have been no substantial changes to the project that would require revisions to the Mitigated Negative Declaration; there have been no substantial changes in the circumstances under which the project will be undertaken that would require revisions to the Mitigated Negative Declaration; and there is no new information of any substantial importance that shows that the project would have any significant effect not discussed in the Mitigated Negative Declaration, that any of the effects previously examined would be substantially more severe than shown in the Mitigated Negative Declaration, that any mitigation measures previously found infeasible would in fact be feasible, or that any mitigation measures considerably different from those previously analyzed would substantially reduce any significant effects on the environment. Thus, no further environmental review under C.E.Q.A. is required at this time.

Moreover, to the extent, if any, that the District's transfer of the property and receipt of the conservation easement and recreation covenant fall outside the scope of the Master Plan and Mitigated Negative Declaration, they are categorically exempt from C.E.Q.A. pursuant to 14 California Code of Regulations sections 15313(a) and (c) (acquisition of land for conservation purposes), 15317 (easements and contracts to maintain open space character of the area), and 15325(a), (b), (c), and (f) (acquisitions and transfers of interests in land to preserve natural conditions, to allow continued agricultural use, to allow restoration of natural conditions, and to preserve lands for park purposes).

Notices of Determination will be filed by the District and by Regional Parks.

### **Recommendation**

Approve resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District:

- 1) authorizing and directing the General Manager to execute a transfer agreement with Regional Parks; and
- 2) authorizing and directing the President to execute a grant deed transferring fee title of the Taylor Mountain property to the County of Sonoma; and
- 3) authorizing and directing the President to execute a conservation easement and recreation covenant over the property; and
- 4) consenting to the recordation of an irrevocable offer of dedication; and

- 5) determining that the transfer of fee title to the County and the retention of the conservation easement and recreation covenant is consistent with the 2020 Sonoma County General Plan; and
- 6) authorizing the execution of certificates of acceptance; and
- 7) directing the application of a voluntary merger; and
- 8) directing the recordation of the transfer documents; and
- 9) directing the filing of a notice of determination in compliance with the California Environmental Quality Act; and
- 10) authorizing all other actions necessary to transfer fee title to the County and to establish a permanent conservation easement and recreation covenant over the property; and
- 11) authorizing an extension of the Permit Program Construction Administration Agreement with Regional Parks.

Approve resolution of the Board of Supervisors of Sonoma County Regional Parks (Regional Parks):

- 1) authorizing the Director to execute a transfer agreement with the District; and
- 2) accepting the fee title to the Taylor Mountain property; and
- 3) authorizing the execution of a certificate of acceptance; and
- 4) authorizing and directing the Chair to execute a conservation easement, recreation covenant and irrevocable offer of dedication in favor of the District; and
- 5) directing recordation of the transfer documents; and
- 6) directing the filing of a notice of determination in compliance with the California Environmental Quality Act; and
- 7) authorizing all other actions necessary to transfer fee title to the County and to establish a permanent conservation easement and recreation covenant over the property; and
- 8) authorizing an extension of the Permit Program Construction Administration Agreement with the District.

**Prior Board Actions:**

On October 9, 2012, the Board of Directors and Board of Supervisors approved the Taylor Mountain Regional Park and Open Space Preserve Master Plan and Mitigated Negative Declaration. Previous to that, the Board of Directors approved the acquisitions of the Property, implementation of the Interim Public Access Permit Program, and the contract with R.R.M. Design Group to develop the Master Plan. On October 20, 2009, the Board of Directors and Board of Supervisors approved a Construction Contract Administration Services Agreement between the District and Regional Parks to manage installation of access improvements.

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

Approval of the transfer will allow creation of a regional park and open space preserve at the edge of urbanized Santa Rosa, providing recreational and educational opportunities for county residents and visitors.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 225,000.00		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 225,000.00
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 225,000.00</b>	<b>Total Sources</b>	<b>\$ 225,000.00</b>

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

The District has this expense budgeted in its FY 12/13 budget. The funding source is sales tax revenue.

For FY 12/13, Regional Parks has \$37,500 revenue from the District, \$30,000 from T.O.T., and \$12,200 in fees and grazing revenue in its Park Operations budget for a total of \$75,000, and plans for a total revenue of \$225,000 from the District over the next three fiscal years.

**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 Board of Directors
2. Resolution of Board of Supervisors
3. General Plan 2020 Location Map
4. Grant Deed
5. Amendment to Permit Program Construction Administration Agreement
6. Multi-year Operations, Maintenance, Programming Budget Projection
7. Certificate of Acceptance (District) – Conservation Easement
8. Certificate of Acceptance (District) – Recreation Covenant
9. Certificate of Acceptance (County) – Fee Title
10. Irrevocable Offer of Dedication (County)
11. Draft Notice of Determination (District)
12. Draft Notice of Determination (Regional Parks)



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

1. Transfer Agreement
2. Conservation Easement
3. Recreation Covenant
4. Taylor Mountain Regional Park and Open Space Preserve Master Plan
5. Taylor Mountain Regional Park and Open Space Preserve Final Initial Study and Mitigated Negative Declaration

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Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

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**Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, Authorizing and Directing the General Manager to Execute a Transfer Agreement; Authorizing and Directing the President to Execute and Accept a Conservation Easement and a Recreation Conservation Covenant; Consenting to the Recordation of an Irrevocable Offer; Determining that the Transaction is Consistent with the General Plan; Authorizing Execution of Certificates of Acceptance; Directing the Application of a Voluntary Merger, the Recordation of Documents and the Filing of a Notice of Determination; Authorizing All Other Actions Necessary to Complete the Transfer; and Authorizing an Extension of the Permit Program Construction Administration Agreement. (4/5 Vote Required.)**

**Whereas**, the District owns approximately 1,100 acres of land located in the southeast of the city of Santa Rosa (APNs: 044-061-027, 044-061-033, 044-061-035, 044-061-036, 044-180-010, 044-180-025, 044-180-026, 044-180-028, 044-180-029, 044-190-027, 044-200-035, 049-170-040), known as the Taylor Mountain Regional Park and Open Space Preserve (the Property);

**Whereas**, the District's General Manager has negotiated and is recommending the transfer of the fee title interest in Property to the County of Sonoma subject to a conservation easement, a recreation covenant, and an irrevocable offer of dedication (the Project); and

**Whereas**, as a component of the Project, the District's General Manager is recommending payment to the County of Sonoma of up to a total of \$225,000 over a period of three years for reimbursement of its costs of operations and management of the Property; and

**Whereas**, the Project fulfills policies of the District's acquisition plan, *Connecting Communities and the Land* in all four categories: Greenbelts and Scenic Hillsides; Farms and Ranches; Water, Wildlife and Natural Areas; and Recreation and Education, including policies to protect the scenic ridgelines that surround the City of Santa Rosa and contribute to the area's rural identity; to protect agricultural lands that are near the urban edge and are important to local agricultural heritage, and facilitate the continued agricultural use of farms and ranches; to preserve natural systems and lands that support diverse biological resources and protect lands that provide viable habitat linkages for wildlife; and to protect conservation values while allowing compatible public recreational and educational uses, respectively; and

**Whereas**, the Project fulfills a goal of the County of Sonoma to provide an outdoor recreation area in the general vicinity of the Property, as shown on the Sonoma County General Plan 2020 Open Space Map for Santa Rosa and environs; and

Resolution #

Date:

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**Whereas**, that by its Resolution No. 2013-01 dated January 10, 2013 the Sonoma County Open Space Fiscal Oversight Commission determined that it can be reasonably concluded that the cumulative value of the conservation easement and covenant to be received by the District is not less than the fair market value of the restricted fee interest the District is conveying;

**Now, Therefore, Be It Resolved** that this Board of Directors hereby finds, determines, declares and orders as follows:

1. Truth of Recitals. That the foregoing recitations are true and correct.
2. General Plan Consistency. That the Project furthers goals in the Open Space and Resource Conservation Element of the 2020 Sonoma County General Plan in that it maintains important open spaces around the county's cities in a largely open or natural character; that it preserves important biotic resource areas and scenic features with consistent uses and intensities; that it retains the largely open, scenic character of important Scenic Landscape Units; that it protects and enhances the county's natural habitats and diverse plant and animal communities; and that it establishes a countywide park and trail system that meets future recreational needs of the county's residents while protecting agricultural uses, with an emphasis on trails near urban areas and on public lands.
3. Expenditure Plan Consistency. That the Project is consistent with the Expenditure Plan approved by the voters of Sonoma County in 2006 in Measure F.
4. Transfer Agreement. That the District's General Manager is authorized to execute the Transfer Agreement by and between the County of Sonoma and the District.
5. Authority to Execute Grant Deed. That the President is authorized and directed to execute, on behalf of the District, a grant deed to transfer fee title in the Property to the County of Sonoma.
6. Authority to Sign Contracts. That the President is authorized and directed to execute, on behalf of the District those certain agreements entitled "Deed and Agreement by and between the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights" (Conservation Easement) and "Taylor Mountain Regional Park and Open Space Preserve Recreation Covenant" (Recreation Covenant), together with the certificates of acceptance required by Government Code Section 27281.
7. Consent to Recordation of Irrevocable Offer. That the District hereby consents to the recordation on the Property of that certain agreement entitled "Irrevocable Offer of Dedication" from the County of Sonoma.

8. Closing Documents. That the General Manager is authorized to make any technical, non-substantive changes in the Conservation Easement, Recreation Covenant, Transfer Agreement, Irrevocable Offer of Dedication and other closing documents prior to recordation with the prior approval of the District's Counsel. The General Manager is further authorized to execute any other documents necessary to complete this transaction as described

9. Document Recording. The General Manager is authorized and directed to make the appropriate application to the Director of the County's Permit and Resource Management Department for a Notice of Voluntary Merger of all parcels comprising the Property saving and excepting the existing life estate. The General Manager is further authorized and directed to forthwith record with the Sonoma County Recorder the following documents in the following order: a) Notice of Voluntary Merger; then b) Grant Deed and County certificate of acceptance; then c) Conservation Easement and District certificate of acceptance; then d) Recreation Covenant and District certificate of acceptance; then e) Irrevocable Offer of Dedication, and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Directors.

10. Costs of Escrow. That at the request of the General Manager, the County Auditor draw a warrant or warrants against available funds in the County's Open Space Special Tax Account in an amount not to exceed \$25,000 payable to Fidelity National Title Company (Escrow No. 12-490509685-LQH) for any costs incurred in connection with the Project and in such other amounts necessary for associated transactional costs requested by the General Manager.

11. Dedication. That the conservation easement and recreation covenant to be acquired by the District are hereby dedicated to open space purposes pursuant to Public Resources Code Section 5540.

12. Funding for Operations and Management. That, after transfer of fee title of the Property to the County and recordation of the conservation easement and recreation covenant, and at the request of the General Manager, the County Auditor shall draw a warrant or warrants against available funds in the County's Open Space Special Tax Account in amounts not to exceed a total of \$225,000 over a period of three years for reimbursement to the County for its costs of operation and management of the Property.

13. California Environmental Quality Act. That the project authorized by this resolution is within the scope of the Master Plan and Mitigated Negative Declaration adopted by this Board on October 9, 2012 (State Clearinghouse No. 2012062048). There have been no substantial changes to the Project that would require revisions to the Mitigated Negative Declaration; there have been no substantial changes in the circumstances under which the Project will be undertaken that would require revisions to the Mitigated Negative Declaration;

Resolution #

Date:

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and there is no new information of any substantial importance that shows that the Project would have any significant effect not discussed in the Mitigated Negative Declaration, that any of the effects previously examined would be substantially more severe than shown in the Mitigated Negative Declaration, that any mitigation measures previously found infeasible would in fact be feasible, or that any mitigation measures considerably different from those previously analyzed would substantially reduce any significant effects on the environment. No further environmental review under the California Environmental Quality Act (Public Resources Code Sections 21000 and following) (C.E.Q.A.) is required. Moreover, to the extent, if any, that the Project falls outside the scope of the Master Plan and Mitigated Negative Declaration, it is exempt from C.E.Q.A. pursuant to section 15313 (a) and (c) of Title 14 of the California Code of Regulations because the purpose of the Project is to acquire lands for wildlife conservation purposes, and to preserve access to public lands where the purpose of the acquisition is to preserve the land in its natural conditions; alternatively section 15317 of Title 14 of the California Code of Regulations because the purpose of the Project is to accept easements and contracts in order to maintain the open space character of the area; and alternatively section 15325(a), (b), (c) and (f) of Title 14 of the California Code of Regulations because the purpose of the Project is to transfer ownership of interests in land in order to preserve existing natural conditions, to allow continued agricultural use, to allow restoration of natural conditions, and to preserve open space or lands for park purposes.

14. Notice of Determination. That, immediately upon the adoption of this resolution, the General Manager is directed to post and to maintain the posting of a notice of determination pursuant to Public Resources Code 21152.

15. Validation. The agreements authorized by this resolution are contracts within the definition of Government Code Section 53511 and as such, any action challenging the validity of any or all of the contracts must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

16. Title Insurance. Because the District will continue to hold an estate or interest in the Property and will be obligated by reason of covenants of warranty in the Grant Deed, those certain policies of title insurance naming the District as the insured shall be held by the District for the benefit of both the District and the County in proportion to the fair market value of their respective interests in the Property.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

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**So Ordered.**



# County of Sonoma

## State of California

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Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing And Directing Regional Parks' Director To Execute A Transfer Agreement; Authorizing And Directing The Chairman To Execute A Conservation Easement, A Recreation Covenant And An Irrevocable Offer of Dedication; Determining That The Transaction Is Consistent With The General Plan; Authorizing Execution of a Certificate Of Acceptance; Directing The Preparation Of Joint Escrow Instructions And Filing Of A Notice Of Determination; Authorizing All Other Actions Necessary To Complete The Transfer; And Authorizing An Extension Of The Permit Program Construction Administration Agreement. (4/5 Vote Required.)**

**Whereas**, the County Agricultural Preservation and Open Space District (District) owns approximately 1,100 acres of land located in the southeast of the city of Santa Rosa (APNs: 044-061-027, 044-061-033, 044-061-035, 044-061-036, 044-180-010, 044-180-025, 044-180-026, 044-180-028, 044-180-029, 044-190-027, 044-200-035, 049-170-040), known as the Taylor Mountain Regional Park and Open Space Preserve (the Property); and

**Whereas**, the District intends to voluntarily merge all parcels comprising the Property into a single parcel, subject to the existing life estate burdening a portion of Assessor's Parcel No. 044-180-013; and

**Whereas**, Regional Parks' Director has negotiated and is recommending accepting fee title interest in the Property from the District, after the voluntary merger of parcels and subject to a conservation easement, a recreation covenant, and an irrevocable offer of dedication (the Project); and

**Whereas**, the Project fulfills policies of the District's acquisition plan, *Connecting Communities and the Land* in all four categories: Greenbelts and Scenic Hillside; Farms and Ranches; Water, Wildlife and Natural Areas; and Recreation and Education, including policies to protect the scenic ridgelines that surround the City of Santa Rosa and contribute to the area's rural identity; to protect agricultural lands that are near the urban edge and are important to local agricultural heritage, and facilitate the continued agricultural use of farms and ranches; to preserve natural systems and lands that support diverse biological resources and protect lands that provide viable habitat linkages for wildlife; and to protect conservation values while allowing compatible public recreational and educational uses, respectively; and

Resolution #

Date:

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**Whereas**, the Project fulfills a goal of Sonoma County and Regional Parks to provide an outdoor recreation area in the general vicinity of the Property, as shown on the Sonoma County General Plan 2020 Open Space Map for Santa Rosa and environs;

**Now, Therefore, Be It Resolved** that this Board of Supervisors hereby finds, determines, declares and orders as follows:

1. Truth of Recitals. That the foregoing recitations are true and correct.
2. General Plan Consistency. That the Project furthers goals in the Open Space and Resource Conservation Element of the 2020 Sonoma County General Plan in that it maintains important open spaces around the county's cities in a largely open or natural character; that it preserves important biotic resource areas and scenic features with consistent uses and intensities; that it retains the largely open, scenic character of important Scenic Landscape Units; that it protects and enhances the county's natural habitats and diverse plant and animal communities; and that it establishes a countywide park and trail system that meets future recreational needs of the county's residents while protecting agricultural uses, with an emphasis on trails near urban areas and on public lands.
3. Transfer Agreement. That the Regional Parks' Director is authorized to execute the Transfer Agreement by and between the County of Sonoma and the District.
4. Authority to Execute Certificate of Acceptance. That the Chairman is authorized and directed to execute, on behalf of the County of Sonoma, a certificate of acceptance of fee title in the Property pursuant to Government Code Section 27281.
5. Authority to Sign Contracts. That the Chairman is authorized and directed to execute, on behalf of the County of Sonoma those certain agreements entitled "Deed and Agreement by and between the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights" (Conservation Easement) and "Taylor Mountain Regional Park and Open Space Preserve Recreation Covenant" (Recreation Covenant) and "Irrevocable Offer of Dedication."
6. Closing Documents. That the Regional Parks' Director is authorized to make any technical, non-substantive changes in the Conservation Easement, Recreation Covenant, Transfer Agreement, Irrevocable Offer of Dedication and other closing documents prior to recordation with the prior approval of the County Counsel. The Regional Parks' Director is further authorized to execute any other documents necessary to complete this transaction as described.



Resolution #

Date:

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7. Authorization for Recordation. That the District's General Manager is authorized and directed to forthwith record with the Sonoma County Recorder the following documents in the following order: a) District Notice of Voluntary Merger; then b) Grant Deed and County certificate of acceptance; then c) Conservation Easement and District certificate of acceptance; then d) Recreation Covenant and District certificate of acceptance; then e) Irrevocable Offer of Dedication, and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Supervisors.

8. California Environmental Quality Act. That the project authorized by this resolution is within the scope of the Master Plan and Mitigated Negative Declaration adopted by this Board on October 9, 2012 (State Clearinghouse No. 2012062048). There have been no substantial changes to the Project that would require revisions to the Mitigated Negative Declaration; there have been no substantial changes in the circumstances under which the Project will be undertaken that would require revisions to the Mitigated Negative Declaration; and there is no new information of any substantial importance that shows that the Project would have any significant effect not discussed in the Mitigated Negative Declaration, that any of the effects previously examined would be substantially more severe than shown in the Mitigated Negative Declaration, that any mitigation measures previously found infeasible would in fact be feasible, or that any mitigation measures considerably different from those previously analyzed would substantially reduce any significant effects on the environment. No further environmental review under the California Environmental Quality Act (Public Resources Code Sections 21000 and following) (C.E.Q.A.) is required. Moreover, to the extent, if any, that the Project falls outside the scope of the Master Plan and Mitigated Negative Declaration, it is exempt from C.E.Q.A. pursuant to section 15313 (a) and (c) of Title 14 of the California Code of Regulations because the purpose of the Project is to acquire lands for wildlife conservation purposes, and to preserve access to public lands where the purpose of the acquisition is to preserve the land in its natural conditions; alternatively section 15317 of Title 14 of the California Code of Regulations because the purpose of the Project is to accept easements and contracts in order to maintain the open space character of the area; and alternatively section 15325(a), (b), (c) and (f) of Title 14 of the California Code of Regulations because the purpose of the Project is to transfer ownership of interests in land in order to preserve existing natural conditions, to allow continued agricultural use, to allow restoration of natural conditions, and to preserve open space or lands for park purposes.

9. Notice of Determination. That, immediately upon the adoption of this resolution, the Regional Parks' Director is directed to post and to maintain the posting of a notice of determination pursuant to Public Resources Code 21152.

Resolution #

Date:

Page 4

10. Validation. The agreements authorized by this resolution are contracts within the definition of Government Code Section 53511 and as such, any action challenging the validity of any or all of the contracts must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

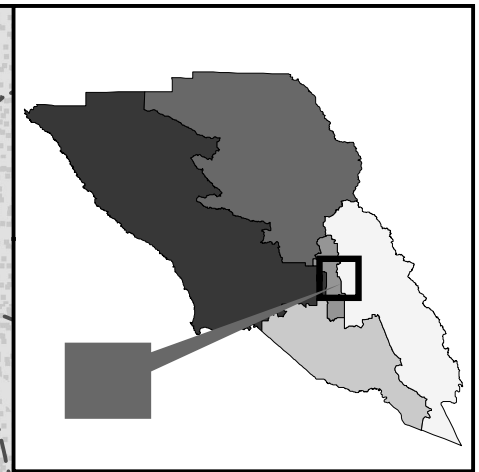
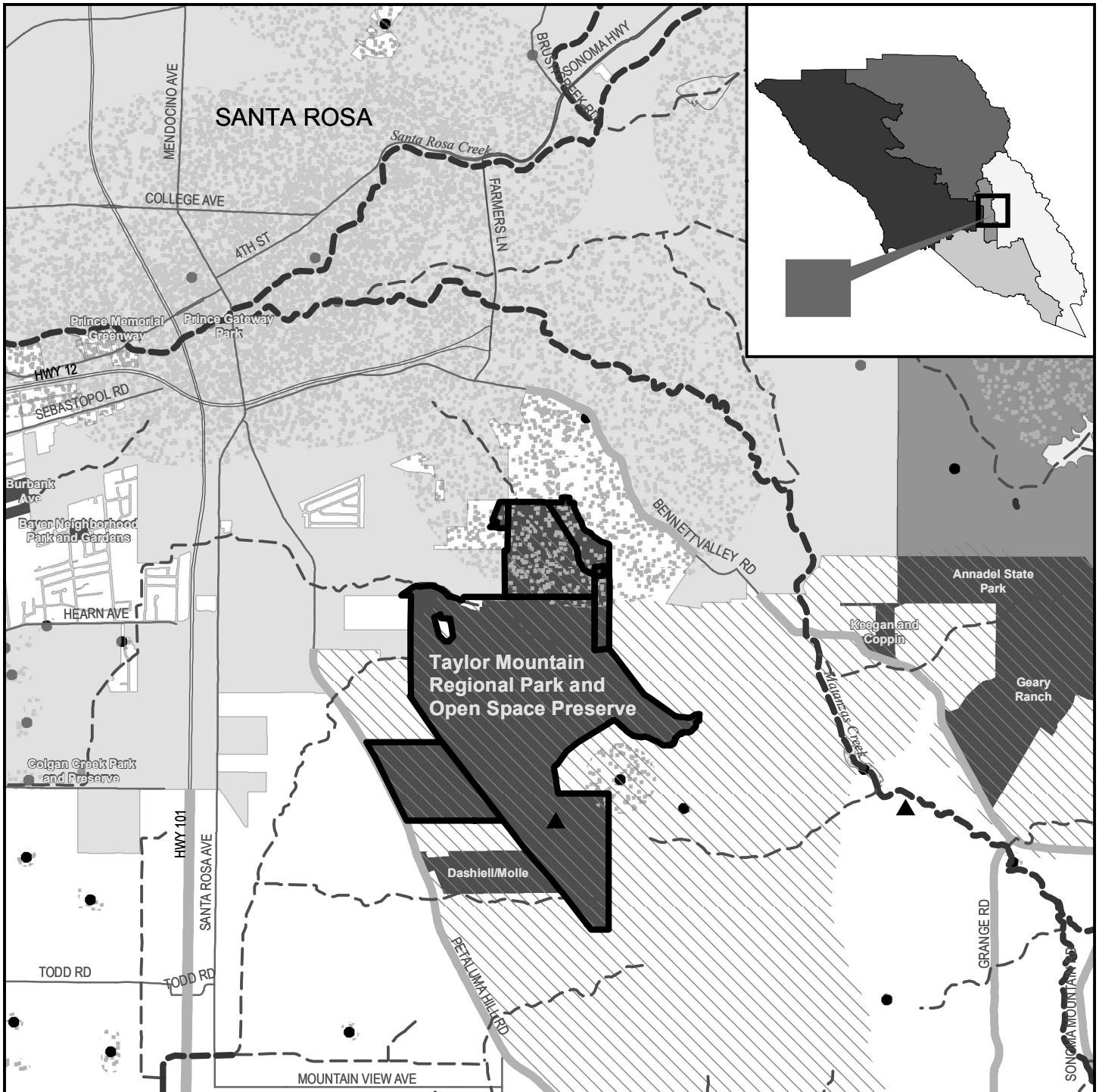
Ayes:

Noes:

Absent:

Abstain:

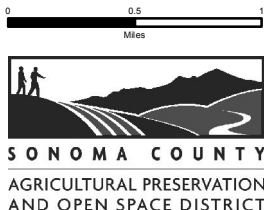
**So Ordered.**



# Taylor Mountain Regional Park and Open Space Preserve

## LOCATION / GENERAL PLAN MAP

Map Date: 9/19/2012  
 Sources: Sonoma County GIS Group;  
 Sonoma County General Plan 2020,  
 Open Space and Resource  
 Conservation Element.  
 Note: This map is for illustrative  
 purposes only. It is not intended to be  
 a definitive property description.



### Open Space and Resource Conservation Element

#### SCENIC RESOURCES

- Community Separator\*
- Scenic Landscape Unit
- Scenic Corridor

#### OUTDOOR RECREATION

- Planned Future Park
- Property
- Incorporated City Land
- District Holding
- Public Land

#### BIOTIC RESOURCES

- Special Status Species
- Sensitive Status Species Habitat
- Marshes and Wetlands\*
- Sensitive Natural Communities\*
- Habitat Connectivity Corridor\*
- Riparian Corridor (Intermittent)
- Riparian Corridor (Perennial)

\* Not on this map.

**RECORDING REQUESTED BY:**  
Fidelity National Title Company  
**Escrow No.:** 12-490509685-LOH  
**Locate No.:** CAFNT0949-0949-0005-0490509685  
**Title No.:** 12-490509685-CD

**When Recorded Mail Document  
and Tax Statement To:**  
County of Sonoma

APN: 044-180-010; 025; 026; 028 & 029; 049-170-040; 044-061-025 & 033; 044-060-027; 044-200-035; and 044-190-027  
SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

**The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$ -0-**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of,

**"The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922."**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Sonoma County Agricultural Preservation and Open Space District

**hereby GRANT(S) to** County of Sonoma, a political subdivision of the State of California

**the following described real property in the** unincorporated area, County of **Sonoma**, State of **California**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

RESERVING THEREFROM easements for conservation purposes as further described and defined in those certain "Deed and Agreement By and Between County of Sonoma and The Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights" and "Taylor Mountain Regional Park and Open Space Preserve Recreation Covenant" recorded concurrently herewith.

DATED: January 23, 2013

State of California )  
County of Sonoma )

Sonoma County Agricultural Preservation and Open Space District

On \_\_\_\_\_ before me,  
\_\_\_\_\_, Notary Public

By: \_\_\_\_\_  
David Rabbitt, Board President

(here insert name and title of the officer), personally appeared David Rabbitt, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

Escrow No.: 12-490509685-LQH  
Locate No.: CAFNT0949-0949-0005-0490509685  
Title No.: 12-490509685-CD

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

### TRACT ONE:

#### PARCEL ONE:

ALL THAT PART OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF THE SOUTHEAST ONE-QUARTER SECTION 25, AND THE NORTHEAST ONE-QUARTER OF SECTION 36, IN TOWNSHIP 7 NORTH, RANGE 8 WEST, MDB & M ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE FOUND AT THE ONE-QUARTER SECTION CORNER TO SAID SECTIONS 25 AND 36; THENCE SOUTH 89° 30' WEST, 358.92 FEET TO THE SOUTHERLY LINE OF THE KAWANA SPRINGS ROAD, SAID POINT BEARS NORTH 89° 30' EAST, 142.82 FEET FROM STATION 21+59.41 P.C. ON THE CENTERLINE OF SAID ROAD; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD, ON A CURVE TO THE LEFT FROM A TANGENT THAT BEARS NORTH 73° 33' 30" EAST, WITH A RADIUS OF 520 FEET THROUGH AN ANGLE OF 22° 19' 30" FOR A DISTANCE OF 202.62 FEET TO A 3/4" IRON ROD OPPOSITE STATION 24+93.35 P.T.; THENCE NORTH 51° 14' EAST, 251.93 FEET TO A 3/4" IRON ROD OPPOSITE STATION 27+45.28 P.C.; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 230 FEET, A DISTANCE OF 166.59 FEET TO A 3/4" IRON ROD OPPOSITE STATION 29+26.36 P.T.; THENCE SOUTH 02° 44' WEST, 10.00 FEET TO A 3/4" IRON ROD; THENCE SOUTH 87° 16' EAST, 70.19 FEET TO A 3/4" IRON ROD OPPOSITE STATION 29+96.55 P.C.; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 530 FEET, A DISTANCE OF 91.89 FEET TO A 3/4" IRON ROD OPPOSITE STATION 30+83.23 P.T.; THENCE NORTH 82° 48' EAST 144.30 FEET TO A 3/4" IRON ROD OPPOSITE STATION 32+27.53 P.C.; THENCE NORTH 07° 12' WEST 5.00 FEET TO A 3/4" IRON ROD; THENCE ON A CURVE TO THE RIGHT FROM A TANGENT THAT BEARS NORTH 82° 48' EAST WITH A RADIUS OF 375 FEET, A DISTANCE OF 199.62 FEET TO A 3/4" IRON ROD OPPOSITE STATION 34+40.46 P.T.; THENCE SOUTH 66° 42' EAST, 123.53 FEET TO A 3/4" IRON ROD OPPOSITE STATION 35+63.99 P.C.; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 575 FEET, A DISTANCE OF 326.49 FEET TO A 3/4" IRON ROD OPPOSITE STATION 39+04.67 P.T. THE END OF SAID COUNTY ROAD LAYOUT, AND REFERRED TO AS POINT "A"; THENCE SOUTH 34° 10' EAST, 34 FEET; THENCE NORTH 56° 26' 13" EAST, 45.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS OF TAYLOR MOUNTAIN INC. AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2004-073880, SONOMA COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 68° 53' 28" EAST, 140.36 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS OF TAYLOR MOUNTAIN INC. AND THE SOUTHWEST CORNER OF THE LANDS OF SONOMA ACADEMY AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2005-119263, SONOMA COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY LINE OF SONOMA ACADEMY, SOUTH 68° 53' 28" EAST, 203.32 FEET; THENCE CONTINUING ALONG SAID LINE, SOUTH 85° 28' 57" EAST, 168.82 TO THE SOUTHEASTERLY CORNER OF SAID LANDS OF SONOMA ACADEMY, AND BEING MARKED BY 1 1/4" IRON PIPE; THENCE ALONG THE EASTERLY LINE, NORTH 00° 36' 16" EAST, 119.54 FEET TO THE COMMON LINE OF SECTIONS 25 AND 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN; THENCE EASTERLY ALONG SAID SECTION LINE AND THE SOUTHERLY LINE OF SAID SONOMA ACADEMY, SOUTH 89° 56' 10" EAST, 1053.87 FEET TO A 2" IRON PIPE MARKING THE INTERSECTION OF SECTIONS 30 AND 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, AND SECTIONS 25 AND 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN AND THE SOUTHEASTERLY CORNER OF SAID LANDS OF SONOMA ACADEMY; THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, SOUTH 00° 31' 26" WEST, 1318.10 FEET TO THE NORTH 1/16 CORNER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; THENCE WESTERLY ALONG SAID 1/16 LINE, SOUTH 89° 54' 29" WEST, 2634.48 FEET TO THE CENTER NORTH 1/16 CORNER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; THENCE NORTHERLY ALONG NORTH/SOUTH CENTER LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, NORTH 00° 36' 33" EAST, 1325.29 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO SONOMA COUNTY WATER AGENCY BY DEED RECORDED UNDER DOCUMENT NUMBER 1988-041827, SONOMA COUNTY RECORDS.

EXCEPTING ALSO THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO SONOMA COUNTY WATER AGENCY BY DEED RECORDED UNDER DOCUMENT NUMBER 1992-047469, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO SONOMA COUNTY AGRICULTURAL AND OPEN SPACE DISTRICT BY DEED RECORDED UNDER DOCUMENT NUMBER 2006-005408, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO THE CITY OF SANTA ROSA BY DEED RECORDED UNDER DOCUMENT NUMBER 2010-038744, SONOMA COUNTY RECORDS.

TOGETHER WITH:

AN EASEMENT 45 FEET IN WIDTH FOR ROAD AND UTILITY PURPOSES OVER AND ACROSS THAT SECTION OF EXISTING ROAD EXTENDING FROM THE EASTERLY TERMINUS OF KAWANA SPRINGS COUNTY ROAD SOUTHERLY BETWEEN THE FOLLOWING COURSES DESCRIBING THE SOUTHERLY BOUNDARY OF PARCEL 4 IN THAT DEED FROM MADELEINE H. RUSSELL TO JOSEPH A. NUNES AND MARIA L. NUNES, HIS WIFE, DATED January 17, 1980, AND RECORDED UNDER SONOMA COUNTY RECORDER'S SERIAL NO. 80-006843 ON February 4, 1980; THENCE SOUTH 55° 50' WEST, 45 FEET; THENCE LEAVING KAWANA SPRINGS COUNTY ROAD, SOUTH 34° 10' EAST, 34 FEET; THENCE NORTH 55° 50' EAST, 45 FEET, AS RECORDED UNDER DOCUMENT NUMBER 1980-009297, SONOMA COUNTY RECORDS.

APN NOS: 044-180-028 and 044-180-029

PARCEL TWO:

ALL THAT REAL PROPERTY LYING WITHIN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B. & M., COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" IRON PIPE WITH BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B. & M., AND AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 557 OF MAPS, PAGES 34-35, SONOMA COUNTY RECORDS; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION, NORTH 89° 56' 10" WEST, 486.72 FEET TO A POINT ON SAID NORTHERLY LINE, ALSO BEING ON THE SOUTHERLY LINE OF THE LANDS OF SONOMA ACADEMY AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2005-119263, SONOMA COUNTY RECORDS, AND BEING MARKED BY A 1/2" IRON PIPE TAGGED PLS 5143, AND BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY AND SOUTHERLY LINE, NORTH 89° 56' 10" WEST, 567.15 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, MARKED BY A 1/2" IRON PIPE TAGGED PLS 5143; THENCE LEAVING SAID NORTHERLY LINE, ALONG SAID SOUTHERLY LINE, SOUTH 00° 36' 16" WEST, 119.54 FEET TO A 1 1/4" IRON PIPE AS SHOWN ON SAID MAP; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 00° 17' 32" WEST, 90.87 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE EASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A TANGENT BEARING OF SOUTH 69° 41' 24" EAST, RADIUS OF 720.00 FEET, LENGTH OF 99.91 FEET, CENTRAL ANGLE OF 07° 57' 01" TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE SOUTH 65° 19' 07" EAST, 181.36 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE SOUTH 88° 53' 51" EAST, 235.65 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE NORTH 01° 50' 46" WEST, 68.10 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143, NEAR THE SOUTHERLY TOP OF BANK OF KAWANA SPRINGS CREEK; THENCE SOUTH 80° 15' 56" EAST, 63.58 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143, NEAR THE SOUTHERLY TOP OF BANK OF KAWANA SPRINGS CREEK; THENCE NORTH 03° 33' 17" EAST, 274.30 FEET TO THE POINT OF BEGINNING.

APN: 044-180-026

PARCEL THREE:

ALL THAT REAL PROPERTY LYING WITHIN A PORTION OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 7 WEST; SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST; SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; AND SECTION 1, TOWNSHIP 6 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2-INCH IRON PIPE MARKING THE COMMON CORNER OF SECTIONS 30 AND 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, AND SECTIONS 25 AND 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN; THENCE

EASTERLY ALONG THE SECTION LINE COMMON TO SECTIONS 30 AND 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN, SOUTH 88° 07' 29" EAST, 2,425.76 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS CONVEYED TO SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT BY DEED RECORDED December 21, 1998 IN DOCUMENT NUMBER 1998-0153149, SONOMA COUNTY RECORDS, AND AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 594 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, SAID POINT BEING MARKED BY A 1/2 INCH IRON PIPE AND TAG, RCE 25133; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, SOUTH 00° 10' 18" WEST, 1,385.64 FEET (RECORD OF SURVEY SHOWS SOUTH 01° 10' 25" WEST, 1,385.90 FEET) TO THE SOUTHWESTERLY CORNER OF SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT MARKED BY 1/2" IRON PIPE AND TAG LS 4208; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, NORTH 83° 34' 30" EAST, 403.73 FEET (RECORD OF SURVEY SHOWS NORTH 83° 30' 50" EAST, 403.94 FEET) TO THE SOUTHEASTERLY CORNER OF SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE AND TO A POINT ON THE WESTERLY LINE OF THE LANDS OF HAMILTON, AS DESCRIBED BY DEED UNDER DOCUMENT NUMBER 1999-0056359, SONOMA COUNTY RECORDS, FROM WHICH A 1/2" IRON PIPE AND TAG RCE 251.33 BEARS NORTH 83° 34' 30" EAST, 10.39 FEET; THENCE SOUTHEASTERLY ALONG SAID LINE OF HAMILTON, SOUTH 37° 16' 19" EAST, 752.40 FEET; THENCE SOUTH 38° 16' 19" EAST, 857.29 FEET; THENCE SOUTH 52° 45' 24" EAST, 198.80 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN; THENCE CONTINUING SOUTH 54° 45' 24" EAST, 819.55 FEET; THENCE SOUTH 77° 31' 19" EAST, 136.12 FEET; THENCE SOUTH 88° 31' 19" EAST, 70.07 FEET; THENCE SOUTH 85° 16' 19" EAST, 105.60 FEET; THENCE SOUTH 84° 16' 19" EAST, 75.90 FEET; THENCE NORTH 73° 43' 41" EAST, 75.90 FEET; THENCE NORTH 60° 58' 41" EAST, 128.70 FEET; THENCE NORTH 75° 13' 41" EAST, 59.40 FEET; THENCE NORTH 85° 13' 41" EAST, 59.40 FEET TO A POINT ON THE WESTERLY LINE OF THE BOUNDARY LINE AGREEMENT RECORDED UNDER DOCUMENT NUMBER 1997-0042966, SONOMA COUNTY RECORDS AND AS SHOWN UPON THE RECORD OF SURVEY RECORDED IN BOOK 579 OF MAPS, AT PAGES 18 THROUGH 24, SONOMA COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE LANDS OF HAMILTON; THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING 46 COURSES: SOUTH 25° 15' 09" WEST, 44.53 FEET; SOUTH 03° 20' 33" EAST, 141.32 FEET TO A POINT FROM WHICH A T-BAR WITH STAINLESS STEEL TAG STAMPED PLS 3216 BEARS NORTH 51° 22' 27" EAST, 86.28 FEET; SOUTH 66° 13' 18" WEST, 84.89 FEET; SOUTH 07° 49' 03" WEST, 128.13 FEET; SOUTH 43° 19' 06" WEST, 194.51 FEET; SOUTH 70° 05' 45" WEST, 72.98 FEET; NORTH 87° 16' 22" WEST, 177.13 FEET TO A POINT FROM WHICH A T-BAR WITH STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 80° 56' 21" EAST, 64.04 FEET; SOUTH 20° 08' 58" WEST, 44.99 FEET; NORTH 73° 18' 14" WEST, 32.75 FEET TO A POINT FROM WHICH A T-BAR WITH A STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 26° 01' 46" WEST, 67.61 FEET; SOUTH 49° 39' 31" WEST, 201.27 FEET; SOUTH 21° 17' 39" EAST, 34.25 FEET; SOUTH 33° 13' 32" WEST, 44.20 FEET; SOUTH 26° 22' 15" EAST, 21.98 FEET; SOUTH 28° 30' 10" WEST, 82.71 FEET; NORTH 82° 30' 49" WEST, 50.23 FEET; SOUTH 25° 47' 02" WEST, 58.77 FEET; NORTH 83° 02' 25" WEST, 147.05 FEET; SOUTH 65° 54' 23" WEST, 22.69 FEET; NORTH 84° 20' 05" WEST, 64.34 FEET TO A POINT FROM WHICH A T-BAR WITH A STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 80° 46' 58" WEST, 18.27 FEET; NORTH 57° 08' 37" WEST, 141.02 FEET; NORTH 30° 54' 09" WEST, 15.16 FEET TO A POINT FROM WHICH A T-BAR WITH A STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 52° 54' 53" WEST, 32.50 FEET; NORTH 62° 58' 40" WEST, 35.58 FEET; NORTH 69° 56' 54" WEST, 77.87 FEET; NORTH 64° 11' 43" WEST, 180.66 FEET; NORTH 76° 42' 36" WEST, 106.54 FEET; SOUTH 77° 28' 18" WEST, 73.75 FEET; NORTH 80° 00' 53" WEST, 71.27 FEET; NORTH 82° 54' 29" WEST, 155.86 FEET, TO A POINT FROM WHICH A 1/2" IRON PIPE, TAGGED PLS 3216 BEARS SOUTH 20° 02' 24" WEST, 13.39 FEET; NORTH 55° 47' 20" WEST, 210.44 FEET; NORTH 44° 19' 14" WEST, 189.36 FEET; NORTH 48° 35' 25" WEST, 100.46 FEET; NORTH 46° 11' 00" WEST, 58.73 FEET; NORTH 53° 01' 21" WEST, 139.36 FEET; SOUTH 58° 57' 09" WEST, 128.57 FEET; SOUTH 56° 30' 00" WEST, 614.51 FEET; SOUTH 57° 40' 00" WEST, 639.30 FEET; SOUTH 38° 50' 01" WEST, 423.51 FEET; SOUTH 39° 47' 01" WEST, 107.75 FEET; SOUTH 51° 46' 39" WEST, 70.73 FEET; SOUTH 03° 39' 22" EAST, 42.24 FEET; SOUTH 11° 13' 03" EAST, 372.39 FEET; SOUTH 08° 32' 59" EAST, 74.11 FEET; SOUTH 01° 36' 26" EAST, 121.64 FEET; SOUTH 11° 21' 56" EAST, 201.83 FEET TO A FOUND 1/2" IRON PIPE, TAGGED PLS 3216 AT AN EXISTING FENCE CORNER POST, TAKEN TO BE THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN; ALONG THE EXISTING FENCE LINE NORTH 89° 42' 03" EAST, 1,323.38 FEET TO A FOUND 1/2" IRON PIPE, TAGGED PLS 3216 AT AN EXISTING FENCE CORNER, TAKEN TO BE THE NORTHERLY QUARTER CORNER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN; THENCE ALONG AN EXISTING FENCE, SOUTH 00° 48' 08" WEST, 1,927.66 FEET TO A 1/2" IRON PIPE TAKEN TO BE THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN AND THE POINT OF TERMINATION OF SAID BOUNDARY LINE AGREEMENT; THENCE ALONG THE NORTH/SOUTH CENTER SECTION LINE OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN, SOUTH 00° 48' 08" WEST, 1913.69 TO THE NORTH LINE OF LOT 2 OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE AND ALONG AN ANCIENT FENCE LINE, NORTH 89° 36' 18" WEST 495.23 FEET TO THE NORTHEASTERLY LINE OF THE RANCHO

COTATE, ALSO BEING ON THE NORTHEASTERLY LINE OF LOT 4, AS SHOWN ON PARCEL MAP NO. 6174, RECORDED IN BOOK 286 OF MAPS, AT PAGES 3 THROUGH 4, SONOMA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG SAID LINE OF RANCHO COTATE AND SAID LOT 4, NORTH 38° 64' 54" WEST, 32.47 FEET TO FOUND REMAINS OF A 20" DEAD WHITE OAK MARKED WITH THREE NOTCHES ON SOUTH SIDE, KNOWN AS "COOKS PEAK"; SAID WHITE OAK BEING REPLACED BY A SET 9/16 INCH STAINLESS STEEL ROD WITH A 3 INCH BRASS CAP, STAMPED PLS 5143, SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 732 OF MAPS, PAGE 11, OFFICIAL RECORDS OF SONOMA COUNTY, THENCE CONTINUING ALONG SAID LINE OF RANCHO COTATE AND LOT 4, NORTH 38° 13' 23" WEST, 785.48 FEET TO THE COMMON EASTERLY CORNER OF LOTS 3 AND 4 AS SHOWN ON SAID PARCEL MAP NO. 6174; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID RANCHO COTATE AND LOT 3, NORTH 38° 13' 41" WEST, 453.43 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 3; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID RANCHO COTATE, NORTH 38° 13' 41" WEST, 5,232.71 FEET TO FOUND 2" IRON PIPE, TAGGED LS 3890, ACCEPTED AS ANGLE POINT "C-7", COMMON CORNER TO RANCHO COTATE AND RANCHO LLANO DE SANTA ROSA, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 537 OF MAPS, PAGE 28, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF RANCHO LLANO DE SANTA ROSA, NORTH 36° 23' 41" WEST, 1,822.36 FEET TO A POINT ON NORTH LINE OF THE NORTH HALF OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE LANDS OF CUNNINGHAM DAIRY AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 1999-076763, SONOMA COUNTY RECORDS; THENCE EASTERLY ALONG SAID NORTH LINE AND ALONG SAID SOUTHERLY LINE NORTH 89° 45' 08" EAST, 136.37 FEET TO THE CENTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST AND THE SOUTHEASTERLY CORNER OF SAID LANDS OF CUNNINGHAM DAIRY; THENCE NORTHERLY ALONG THE NORTH/SOUTH SECTION LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST AND ALONG THE EASTERLY LINE OF SAID LANDS OF CUNNINGHAM DAIRY, NORTH 00° 36' 33" EAST, 890.77 FEET TO THE COMMON EASTERLY CORNER OF SAID LANDS OF CUNNINGHAM DAIRY AND THE LANDS OF CARINALLI AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2004-142591, SONOMA COUNTY RECORDS; THENCE CONTINUING ALONG SAID NORTH/SOUTH SECTION LINE AND ALONG THE EASTERLY LINE OF SAID LANDS OF CARINALLI, NORTH 00° 36' 33" EAST, 434.52 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER, NORTH 89° 54' 29" EAST, 2,634.48 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE ALONG THE EAST LINE OF SAID SECTION 36, NORTH 00° 31' 26" EAST, 1,318.10 FEET TO THE POINT OF BEGINNING.

**PARCEL FOUR:**

AN EASEMENT 45 FEET IN WIDTH FOR ROAD AND UTILITY PURPOSES OVER AND ACROSS THAT SECTION OF EXISTING ROAD EXTENDING FROM THE EASTERLY TERMINUS OF KAWANA SPRINGS COUNTY ROAD SOUTHERLY BETWEEN THE FOLLOWING COURSES DESCRIBING THE SOUTHERLY BOUNDARY OF PARCEL 4 IN THAT DEED FROM MADELEINE H. RUSSELL TO JOSEPH A. NUNES AND MARIA L NUNES, HIS WIFE, DATED January 17, 1980, AND RECORDED UNDER SONOMA COUNTY RECORDER'S SERIAL NO. 80-006843 ON February 4, 1980; THENCE SOUTH 55° 50' WEST, 45 FEET; THENCE LEAVING KAWANA SPRINGS COUNTY ROAD, SOUTH 34° 10' EAST, 34 FEET; THENCE NORTH 55° 50' EAST, 45 FEET. AS RECORDED UNDER DOCUMENT NUMBER 1980-009297, SONOMA COUNTY RECORDS.

APN NOS: 044-180-025, 049-170-040, 044-061-033 & 044-061-036

**TRACT TWO:**

**PARCEL ONE:**

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF THAT RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS; THENCE NORTH 89° 20' WEST 645.03 FEET TO A 1/2 INCH IRON PIPE, THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 89° 20' WEST 180.66 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 26° 59' 10" EAST 1609.85 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 7° 47' 30" EAST, 136.81 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 9° 10' 50" EAST 153.81 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 34° 04' 10" EAST 124.29 FEET TO A 1/2 INCH IRON PIPE; THENCE CONTINUING SOUTH 34° 04' 10" EAST 121.68 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 64° 56' EAST 203.07 FEET TO A 1/2 INCH IRON PIPE; THENCE NORTH 0° 00' 50" WEST 213.52 FEET TO A 1/2 INCH IRON PIPE HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 26° 59' 10" WEST 2015.52 FEET TO THE POINT OF BEGINNING.



PARCEL TWO:

BEGINNING AT POINT "A" AS ABOVE REFERRED TO IN PARCEL ONE, THENCE SOUTH 0° 00' 50" EAST 2262.85 FEET TO A 1/2 INCH IRON PIPE; THENCE NORTH 83° 30' 50" EAST 403.38 FEET TO A POINT FROM WHICH POINT A 1/2 INCH IRON PIPE BEARS NORTH 83° 30' 50" EAST 10.39 FEET; THENCE NORTH 0° 00' 50" WEST 2262.85 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 83° 30' 50" WEST 403.38 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

A RIGHT OF WAY FOR GENERAL ROAD AND UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT POINT "B" AS REFERRED TO IN PARCEL ONE; THENCE NORTH 89° 20' WEST 339.34 FEET; THENCE SOUTH 0° 40' WEST 40.00 FEET; THENCE SOUTH 89° 20' EAST, 330.05 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET THROUGH AN ANGLE OF 62° 20' 50" A DISTANCE OF 54.41 FEET; THENCE NORTH 26° 59' 10" WEST 75.41 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEING A TRACT OF LAND IN SECTION 30, TOWNSHIP 7 NORTH, RANGE 7 WEST, M.D.B. & M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND RECORDED IN BOOK 562 OF OFFICIAL RECORDS AT PAGE 115, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF COMMENCEMENT AND ALONG THE EASTERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115, NORTH 0° 29' 10" WEST ALONG THE SAID EASTERN LINE 592.56 FEET TO ITS INTERSECTION WITH A NEW FENCE AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID EASTERLY BOUNDARY AND ALONG SAID NEW FENCE THE FOLLOWING COURSES AND DISTANCES: NORTH 54° 46' 10" WEST 28.17 FEET; NORTH 67° 26' 40" WEST 108.51 FEET; NORTH 76° 17' WEST 106.39 FEET; NORTH 53° 05' 30" WEST 159.43 FEET; NORTH 55° 10' 40" WEST 73.76 FEET; NORTH 55° 59' 50" WEST 62.42 FEET; NORTH 34° 03' 40" WEST 89.31 FEET; NORTH 58° 25' 20" WEST 26.93 FEET; NORTH 85° 53' 10" WEST 30.26 FEET; NORTH 65° 53' 10" WEST 47.24 FEET; NORTH 53° 53' 20" WEST 39.94 FEET; NORTH 47° 35' 20" WEST 90.15 FEET; NORTH 22° 56' 40" WEST 40.15 FEET; NORTH 20° 04' 40" WEST 85.61 FEET; NORTH 16° 05' WEST 61.18 FEET; NORTH 22° 02' 10" WEST, 40.89 FEET; NORTH 30° 44' 40" WEST, 29.52 FEET; NORTH 35° 50' WEST 99.64 FEET; NORTH 18° 30' 20" WEST 59.64 FEET; NORTH 29° 24' 10" WEST 70.86 FEET; NORTH 24° 47' 20" WEST 71.88 FEET; NORTH 20° 59' WEST 30.02 FEET; NORTH 13° 49' 20" WEST, 30.39 FEET; NORTH 0° 21' 40" WEST 142.87 FEET, TO A POINT ON THE NORTHERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115 AND THE SOUTHERLY BOUNDARY OF THAT RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, AT PAGE 16, SONOMA COUNTY RECORDS; SAID POINT BEARS NORTH 89° 20' WEST, 299.56 FEET FROM THE SOUTHEAST CORNER OF SAID RECORD OF SURVEY; THENCE ALONG THE COMMON BOUNDARY BETWEEN OFFICIAL RECORDS, BOOK 562-PAGE 115 AND SAID RECORD OF SURVEY NORTH 89° 20' WEST, 345.47 FEET TO THE MOST WESTERLY CORNER OF OFFICIAL RECORDS, BOOK 562-PAGE 115; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115; SOUTH 26° 59' 10" EAST, 2015.52 FEET TO THE MOST SOUTHERLY CORNER OF OFFICIAL RECORDS, BOOK 562-PAGE 115; THENCE ALONG THE SOUTHERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115, NORTH 83° 30' 50" EAST, 403.38 FEET (THE DISTANCE GIVEN FOR THIS COURSE IN PREVIOUS DEEDS IS 435.60 FEET) TO THE SOUTHEAST CORNER OF OFFICIAL RECORDS, BOOK 562-PAGE 115; THENCE NORTH 0° 29' 10" WEST ALONG SAID EASTERN LINE OF AHL PARCEL 592.56 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS THAT RECORD OF SURVEY AS RECORDED IN BOOK 60 OF MAPS, AT PAGE 16, SONOMA COUNTY RECORDS.

PARCEL FIVE:

A RIGHT OF WAY FOR GENERAL ROAD PURPOSES, OVER THE FOLLOWING DESCRIBED PARCEL:

BEING A PARCEL OF LAND IN THE RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL, AS SHOWN ON SHEET 2 OF SAID RECORD OF SURVEY; THENCE ALONG THE SOUTH LINE AND CONTINUATION THEREOF, NORTH 89° 20' WEST, 645.03 FEET TO THE

TRUE POINT OF BEGINNING OF THE RIGHT OF WAY TO BE HEREIN DESCRIBED; THENCE NORTH 12° 59' 10" WEST, 142.22 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 160.0 FEET, THROUGH AN ANGLE OF 58° 27' 10", A DISTANCE OF 163.21 FEET; THENCE NORTH 9° 48' 30" EAST, 80 FEET; THENCE ON A CURVE TO THE LEFT, WITH A RADIUS OF 35.0 FEET, A DISTANCE OF 35.57 FEET TO THE SOUTHERLY LINE OF HOLLAND DRIVE; THENCE ALONG SAID LAND ON A CURVE TO THE LEFT, WITH A RADIUS OF 325.12 FEET, FROM A TANGENT THAT BEARS SOUTH 71° 43' 23" EAST, A DISTANCE OF 41.51 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 9° 48' 30" WEST, 181.68 FEET; THENCE SOUTH 15° 48' EAST, 67.82 FEET; THENCE SOUTH 79° 39' WEST, 36.59 FEET TO AN IRON PIPE; THENCE SOUTH 5° 35' EAST, 134.78 FEET TO AN IRON PIPE ON THE SOUTH LINE OF THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 20' WEST, 13.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL SIX:

A RIGHT OF WAY FOR GENERAL PURPOSES, OVER A STRIP OF LAND 20 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL SHOWN ON SHEET 2 OF THE RECORD OF SURVEY, RECORDED IN BOOK 60 OF MAPS, PAGES 15, 16, 17 AND 18, SONOMA COUNTY RECORDS; THENCE FROM THE SAID POINT OF COMMENCEMENT, NORTH 89° 20' WEST, 611.97 FEET TO POINT "A" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE, SAID POINT "A" BEING ON THE NORTHERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED TO JOHN AHL, BY DEED RECORDED IN BOOK 562 OF OFFICIAL RECORDS, PAGE 115, UNDER RECORDER'S SERIAL NO. B-50458, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT "A" AND ALONG THE CENTERLINE OF SAID RIGHT OF WAY, NORTH 27° 06' 40" WEST, 74.20 FEET; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 200 FEET, A DISTANCE OF 80.15 FEET; THENCE NORTH 4° 09' WEST, 22.17 FEET; THENCE CURVING RIGHT, WITH A RADIUS OF 150 FEET, A DISTANCE OF 89.58 FEET; THENCE NORTH 30° 04' EAST, 83.82 FEET; THENCE NORTH 9° 48' 30" EAST, 62.79 FEET TO POINT "B" AND THE TERMINUS OF SAID RIGHT OF WAY, SAID POINT "B" BEING ON THE SOUTHERLY EDGE OF HOLLAND DRIVE.

PARCEL SEVEN:

BEING A PARCEL OF LAND IN THE RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL SHOWN ON SHEET 2 OF SAID RECORD OF SURVEY; THENCE NORTH 89° 20' WEST ALONG THE NORTH LINE OF THE LANDS OF JOHN AHL, RECORDED IN BOOK 562 OF OFFICIAL RECORDS, PAGE 115, RECORDER'S SERIAL NO. D-50458, SONOMA COUNTY RECORDS, A DISTANCE OF 201.98 FEET TO AN IRON PIPE; THENCE CONTINUING NORTH 89° 20' WEST, A DISTANCE OF 226.06 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 89° 20' WEST, 202.67 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO GEORGE H. BATH AND WIFE, BY DEED RECORDED SEPTEMBER 24, 1954 IN BOOK 1297 OF OFFICIAL RECORDS, PAGE 377, UNDER RECORDER'S SERIAL NO. E-30817, SONOMA COUNTY RECORDS; THENCE NORTH 5° 35' WEST, 134.78 FEET TO AN IRON PIPE; THENCE NORTH 79° 39' EAST, 36.59 FEET TO AN IRON PIPE; THENCE SOUTH 89° 20' EAST, 180.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO ROBERT A. GUETTERMAN AND WIFE, BY DEED RECORDED JANUARY 27, 1959 IN BOOK 1643 OF OFFICIAL RECORDS, PAGE 614, RECORDER'S SERIAL NO. F-64127, SONOMA COUNTY RECORDS; THENCE SOUTH 0° 29' EAST ALONG THE WEST LINE OF SAID GUETTERMAN, 140.99 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL EIGHT:

A RIGHT OF WAY FOR GENERAL ROAD PURPOSES, OVER THE FOLLOWING DESCRIBED PARCEL:

BEING A PARCEL OF LAND IN THE RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL, AS SHOWN ON SHEET 2 OF SAID RECORD OF SURVEY; THENCE ALONG THE SOUTH LINE AND CONTINUATION THEREOF NORTH 89° 20' WEST, 645.03 FEET TO THE TRUE POINT OF BEGINNING OF THE RIGHT OF WAY TO BE HEREIN DESCRIBED; THENCE NORTH 12° 59' 10" WEST, 142.22 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 160.0 FEET, THROUGH AN ANGLE OF 58° 27'

10", A DISTANCE OF 163.21 FEET; THENCE NORTH 9° 48' 30" EAST, 80 FEET; THENCE ON A CURVE TO THE LEFT, WITH A RADIUS OF 35.0 FEET, A DISTANCE OF 35.57 FEET TO THE SOUTHERLY LINE OF HOLLAND DRIVE; THENCE ALONG SAID LAND ON A CURVE TO THE LEFT, WITH A RADIUS OF 325.12 FEET, FROM A TANGENT THAT BEARS SOUTH 71° 43' 23" EAST, A DISTANCE OF 41.51 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 9° 48' 30" WEST, 181.68 FEET; THENCE SOUTH 15° 48' EAST, 67.82 FEET; THENCE SOUTH 79° 39' WEST, 36.59 FEET TO AN IRON PIPE; THENCE SOUTH 5° 35' EAST, 134.78 FEET TO AN IRON PIPE ON THE SOUTH LINE OF THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 20' WEST, 13.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL NINE:

A RIGHT OF WAY FOR GENERAL PURPOSES, OVER A STRIP OF LAND 20 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL SHOWN ON SHEET 2 OF THE RECORD OF SURVEY, RECORDED IN BOOK 60 OF MAPS, PAGES 15, 16, 17 AND 18, SONOMA COUNTY RECORDS; THENCE FROM THE SAID POINT OF COMMENCEMENT, NORTH 89° 20' WEST, 611.97 FEET TO POINT "A" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE SAID POINT "A" BEING ON THE NORTHERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED TO JOHN AHL, BY DEED RECORDED IN BOOK 562 OF OFFICIAL RECORDS, PAGE 115, UNDER RECORDER'S SERIAL NO. B-50458, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT "A" AND ALONG THE CENTERLINE OF SAID RIGHT OF WAY, NORTH 27° 06' 40" WEST, 74.20 FEET; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 200 FEET, A DISTANCE OF 80.15 FEET; THENCE NORTH 4° 09' WEST, 22.17 FEET; THENCE CURVING RIGHT, WITH A RADIUS OF 150 FEET, A DISTANCE OF 89.58 FEET; THENCE NORTH 30° 04' EAST, 83.82 FEET; THENCE NORTH 9° 48' 30" EAST, 62.79 FEET TO POINT "B" AND THE TERMINUS OF SAID RIGHT OF WAY, SAID POINT "B" BEING ON THE SOUTHERLY EDGE OF HOLLAND DRIVE.

PARCEL TEN:

AN EASEMENT FOR THE PURPOSE OF INSTALLING AND MAINTAINING A SEWAGE LEACHING LINE ON THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THAT RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, OFFICIAL RECORDS, SONOMA COUNTY, CALIFORNIA, THE DISTANCE THEREON NORTH 89° 20' WEST, 495.03 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 20' EAST, 40 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 15° 48' EAST, 60 FEET; THENCE NORTH 89° 20' WEST, 40 FEET; THENCE NORTH 15° 48' WEST, 60 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL BEING PORTIONS OF TRACT TWO, PARCELS ONE AND TWO AS DESCRIBED ABOVE. SAID PARCEL ALSO IDENTIFIED AS PARCEL 2, MNS 98-0042 AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 19980153148 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON PIPE AND TAG L.S. 4206 REFERRED TO A POINT "A" IN THE ABOVE DESCRIBED TRACT ONE, PARCEL ONE AND TWO AND AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 442 OF MAPS, AT PAGES 45 AND 46, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID TRACT ONE, PARCEL TWO SOUTH 0° 10' 25" WEST (SOUTH 0° 00' 50" EAST, DEED), 213.52 FEET TO A 1/2" IRON PIPE AND TAG L.S. 4206; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 0° 10' 25" WEST, 42.48 FEET TO A SET IRON PIPE; THENCE LEAVING SAID WESTERLY LINE NORTH 83° 42' 05" EAST, 256.00 FEET TO A SET IRON PIPE; THENCE NORTH 0° 10' 25" EAST, 266.00 FEET TO A SET IRON PIPE; THENCE SOUTH 83° 42' 05" WEST, 256.00 FEET, MORE OR LESS TO A POINT WHICH BEARS NORTH 0° 10' 25" EAST, 10.00 FEET FROM THE POINT OF BEGINNING HEREIN DESCRIBED; THENCE SOUTH 0° 10' 25" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

ALL SET IRON PIPES REFERRED TO ABOVE ARE 1/2" IRON PIPES TAGGED L.S. 3890 AND WILL BE SET OR THEIR POSITIONS REFERENCED BY SET IRON PIPE MONUMENTS TO COMPLETE A SURVEY REQUESTED BY THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT IN OCTOBER 1998 AND SAID SET IRON PIPES OR REFERENCE PIPES WILL BE SHOWN AND DELINEATED ON A RECORD OF SURVEY MAP TO BE FILED AFTER THE COMPLETION OF MNS 98-0042.

BASIS OF BEARINGS: THE ABOVE REFERENCED RECORD OF SURVEY.

TOGETHER WITH AN EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF THE GRANTEE HEREIN DESCRIBED AND BEING AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS HAVING A UNIFORM WIDTH OF 30 FEET WHOSE CENTERLINE IS COINCIDENT WITH THE CENTERLINE OF AN EXISTING DIRT ROAD. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042 AT ITS INTERSECTION WITH THE CENTERLINE OF AN EXISTING GRAVEL LAND DIRT ROAD; THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID EXISTING CENTERLINE SOUTHEASTERLY AND SOUTHERLY 150 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042 AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

SIDELINES OF THIS EASEMENT ARE TO LENGTHEN OR SHORTEN TO CONFORM TO THE BOUNDARY LINES OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042.

RESERVING THEREFROM AN EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF THE GRANTOR HEREIN DESCRIBED AND BEING AN EASEMENT 20 FEET IN WIDTH FOR PUBLIC AND PRIVATE UTILITIES, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042; THENCE ALONG THE EASTERLY LINE OF LAST SAID PARCEL SOUTH 0° 10' 25" WEST, 113.8 FEET, MORE OR LESS TO A POINT ON THE CENTERLINE OF AN EXISTING UTILITY LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE LEAVING SAID EASTERLY LINE AND ALONG THE CENTERLINE OF SAID EXISTING UTILITY LINE NORTH 45° 43' 22" EAST, 211.0 FEET, MORE OR LESS TO A POINT ON THE EASTERLY LINE OF THE ABOVE DESCRIBED TRACT TWO, PARCEL ONE AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

SIDELINES OF THIS EASEMENT ARE TO EXTEND OR SHORTEN TO CONFORM TO PROPERTY LINES.

### **TRACT THREE:**

#### **PARCEL ONE:**

BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 1320.0 FEET MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 52.9 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID SECTION 25, FROM WHICH POINT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 BEARS EAST 52.9 FEET DISTANT ALONG THE SOUTH LINE OF SAID SECTION 25; THENCE EAST AND ALONG THE SOUTH LINE OF SAID SECTION 25, 52.9 FEET TO THE POINT OF BEGINNING.

APN: 044-180-010

#### **PARCEL TWO:**

ALL THAT PORTION OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 30 IN TOWNSHIP 7 NORTH OF RANGE 7 WEST, MOUNT DIABLO BASE AND MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION NO. 30, IN TOWNSHIP 7 NORTH OF RANGE 7 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE EAST 42 CHAINS AND 62 LINKS TO A STAKE; THENCE NORTH 13 CHAINS, 70 LINKS TO A STAKE, ONE CHAIN AND 18 LINKS FROM A LIVE OAK TREE BEARING NORTH 85 1/2° WEST, THENCE WEST 6 CHAINS AND 60 LINKS, BEARING NORTH 84° EAST; THENCE NORTH 26 1/2° WEST TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 7 WEST, TO A STAKE 20 CHAINS FROM

THE NORTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SAID SECTION 30, DISTANT 40 LINKS FROM BLACK OAK TREE, BEARING  $63\ 1/2^\circ$  EAST; THENCE 22 CHAINS AND 62 LINKS WEST TO A STAKE; THENCE SOUTH TO THE PLACE OF BEGINNING, AND BEING THE SAME PREMISES CONVEYED TO JOHN S. TAYLOR, BY ALEXANDER DUNWOODY, BY DEED DATED January 27, 1872, AND RECORDED IN LIBER 37 OF DEEDS, PAGE 444, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM, THAT PORTION THEREOF INCLUDED WITHIN THE BOUNDS OF THOSE CERTAIN PARCELS DESCRIBED IN THE DEED FROM ZANA M. TAYLOR WEAVER TO GEORGE H. BATH, ET UX, RECORDED MAY 14, 1956, IN BOOK 1437 OF OFFICIAL RECORDS, PAGE 351, UNDER SERIAL NO. E-81905, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE BOUNDS OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED FROM JOHN AHL, ET UX, TO GEORGE H. BATH, ET UX, RECORDED September 24, 1954, IN BOOK 1297 OF OFFICIAL RECORDS, PAGE 374, UNDER SERIAL NO. E-30815, SONOMA COUNTY RECORDS.

APN: 044-060-027

PARCEL THREE:

AN EASEMENT OVER AND UNDER A PORTION OF THE LANDS OF JOSEPH A. NUNES AND MARIA L. NUNES, AS SAID LANDS ARE DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 87-089221, OFFICIAL RECORDS OF SONOMA COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LANDS OF NUNES AND THE EASTERLY END OF KAWANA SPRINGS ROAD AND RUNNING THENCE ALONG SAID LANDS OF NUNES SOUTH  $56^\circ\ 27'\ 08''$  WEST 45.00 FEET; THENCE SOUTH  $33^\circ\ 32'\ 52''$  EAST 34.00 FEET; THENCE NORTH  $56^\circ\ 27'\ 08''$  EAST 45.00 FEET; THENCE SOUTH  $68^\circ\ 55'\ 32''$  EAST 343.92 FEET; THENCE SOUTH  $85^\circ\ 38'\ 12''$  EAST 168.57 FEET TO A 1 1/2" IRON PIPE TAGGED LS 4206; THENCE NORTH  $0^\circ\ 36'\ 41''$  EAST 119.69 FEET; THENCE SOUTH  $89^\circ\ 56'\ 44''$  EAST 1001.18 FEET TO A 1/2" IRON PIPE TAGGED LS 4206 MARKING THE SOUTHEAST CORNER OF SAID LANDS OF NUNES; THENCE ALONG THE EAST LINE OF SAID LANDS NORTH  $0^\circ\ 51'\ 50''$  EAST 60.01 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID LANDS NORTH  $89^\circ\ 56'\ 44''$  WEST 1061.45 FEET; THENCE SOUTH  $0^\circ\ 36'\ 41''$  WEST 115.05 FEET; THENCE NORTH  $85^\circ\ 38'\ 12''$  WEST 95.70 FEET; THENCE NORTH  $68^\circ\ 55'\ 32''$  WEST 283.53 FEET; THENCE ON A NONTANGENT CURVE TO THE LEFT FROM A TANGENT WHICH BEARS NORTH  $30^\circ\ 09'\ 52''$  WEST, WITH A RADIUS OF 700.00 FEET; THROUGH A CENTRAL ANGLE OF  $15^\circ\ 51'\ 33''$ , FOR A LENGTH OF 193.76 FEET; THENCE SOUTH  $43^\circ\ 58'\ 36''$  WEST 80.00 FEET TO THE NORTHERLY EDGE OF KAWANA SPRINGS ROAD; THENCE ALONG SAID NORTHERLY EDGE ON A CURVE TO THE RIGHT, FROM A TANGENT WHICH BEARS SOUTH  $46^\circ\ 01'\ 24''$  EAST, WITH A RADIUS OF 620.00 FEET, THROUGH A CENTRAL ANGLE OF  $12^\circ\ 28'\ 32''$ , FOR A LENGTH OF 135.00 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEING AN EASEMENT 40.00 FEET IN WIDTH FOR ROAD AND UTILITY PURPOSES OVER AND UNDER THE LANDS OF RICHARD A. VAN GIESON AND ELIZABETH M. VAN GIESON AS DESCRIBED BY THAT GRANT DEED RECORDED IN BOOK 2339, OFFICIAL RECORDS, AT PAGE 707, SONOMA COUNTY RECORDS AND THE LANDS OF MICHAEL R. DOYLE AND BARBARA J. DOYLE AS DESCRIBED BY THAT GRANT DEED RECORDED IN BOOK 2985, OFFICIAL RECORDS, AT PAGE 936, SONOMA COUNTY RECORDS, THE CENTERLINE OF SAID EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

BEING THE SAME CENTERLINE AS SHOWN AND DELINEATED ON SHEET 2 OF THAT RECORD OF SURVEY FILED IN BOOK 60 OF MAPS AT PAGE 15, SONOMA COUNTY RECORDS, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON PIPE TAGGED LS 4206 MARKING THE 1/4 CORNER BETWEEN SECTIONS 25 AND 30 IN TOWNSHIP 7 NORTH, RANGE 7 AND 8 WEST, M.D.M. AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 442 OF MAPS AT PAGE 45, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF THE LANDS OF NUNES AS SHOWN AND DELINEATED ON LAST SAID RECORD OF SURVEY SOUTH  $88^\circ\ 57'\ 57''$  EAST, 980.75 FEET MORE OR LESS TO THAT CERTAIN CORNER COMMON TO SAID LANDS OF VAN GIESON AND SAID LANDS OF DOYLE DESCRIBED ABOVE AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE LEAVING SAID NORTH LINE AND ALONG THAT LINE COMMON TO SAID LANDS OF VAN GIESON AND SAID LANDS OF DOYLE, NORTH  $6^\circ\ 30'\ 53''$  EAST TO THE RADIUS POINT OF THAT CURVE HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 209.44 FEET AS DESCRIBED IN PARCEL 4 OF THAT DEED TO THE COUNTY OF SONOMA RECORDED IN BOOK 821 OF OFFICIAL RECORDS AT PAGE 248, SONOMA COUNTY RECORDS, SAID CENTER POINT BEING THE TERMINUS

OF THE HEREIN DESCRIBED LINE.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO CONFORM TO THE NORTH LINE OF THE ABOVE DESCRIBED LANDS OF NUNES AND THE SOUTHERLY LINE OF THE LANDS OF THE COUNTY OF SONOMA DESCRIBED ABOVE.

**TRACT FOUR:**

PARCEL FOUR, AS SHOWN ON PARCEL MAP NO. 7465, FILED DECEMBER 29, 1981, IN BOOK 331 OF MAPS AT PAGES 11 AND 12, SONOMA COUNTY RECORDS.

APN: 044-200-035



DATE: February 5, 2013

TO: Caryl Hart, Director  
Sonoma County Regional Parks Department

FROM: William J. Keene, General Manager  
Agricultural Preservation and Open Space District

C: Mark Cleveland, Regional Parks  
Sara Press, SCAPOSD

SUBJECT: **Authorization to Extend Term of Agreement/ No. 555 for Sonoma County Regional Parks Department to Perform Construction Management Services on the Sonoma County Agricultural Preservation and Open Space District's Taylor Mountain Property**

This memo serves as written authorization specific to the above-mentioned Agreement to extend the term of the Agreement, effective November 16, 2009 through December 31, 2012.

To verify your agreement to extend the term of this Agreement to **December 31, 2013**, please sign this authorization, copy for your records, and return the original to the District at your earliest convenience.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
William J. Keene, General Manager  
Sonoma County Agricultural Preservation and  
Open Space District

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Caryl Hart, Director  
Sonoma County Regional Parks Department

## ATTACHMENT 6

### Taylor Mountain Regional Park & Open Space Preserve

Multi Year Operations, Maintenance, Programming Budget Projection

	FY 12-13 *6 mos.	FY 13-14	FY 14-15	FY 15-16	FY 16-17
<b>Park Revenues</b>					
Fees (Day Use, Special Use Permit, Camping, Special Event, Park Membership)	\$ 5,000	\$ 32,000	\$ 37,000	\$ 42,000	\$ 42,000
Grazing Revenue (\$20 per AUM)	\$ 7,200	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400
Open Space District O & M Funding (SCAPOSD)	\$ 37,500	\$ 75,000	\$ 75,000	\$ 37,500	\$ -
Transient Occupancy Tax (TOT) - New & Improved Facilities	\$ 30,000	\$ 40,000	\$ 17,500	\$ -	\$ -
Undetermined Revenues*	\$ -	\$ -	\$ 70,000	\$ 120,000	\$ 157,500
<b>PROJECTED REVENUE</b>	<b>\$ 79,700</b>	<b>\$ 161,400</b>	<b>\$ 213,900</b>	<b>\$ 213,900</b>	<b>\$ 213,900</b>
<b>Park Expenses</b>					
Routine Park Inspection / Park Ranger Patrols	\$ 12,079	\$ 30,277	\$ 45,415	\$ 45,415	\$ 45,415
Daily Park Closing / Visitor Security	\$ 7,569	\$ 15,138	\$ 28,277	\$ 28,277	\$ 28,277
Fee Collection (park paystation)	\$ 9,657	\$ 6,470	\$ 6,470	\$ 6,470	\$ 6,470
Park Ranger - Law Enforcement / Emergency Response	\$ 2,157	\$ 4,313	\$ 4,313	\$ 4,313	\$ 4,313
Special Use Permits / Special Uses Administration	\$ 933	\$ 4,145	\$ 8,290	\$ 8,290	\$ 8,290
Maintenance - Service & Supplies (maintenance supplies, equipment repair, materials)	\$ 8,605	\$ 14,209	\$ 12,209	\$ 12,209	\$ 12,209
Park Infrastructure (signage/ gates / trail markings / parking lot maintenance)	\$ 2,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Park Furniture (Tables, Benches, Dog Waste Supplies, Signage, etc)	\$ 2,500	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000
Seasonal Trail Mowing / Trail Maintenance	\$ 2,360	\$ 4,719	\$ 4,719	\$ 4,719	\$ 4,719
Landscape Management (invasive removal / erosion & sedimentation controls)	\$ 3,183	\$ 6,366	\$ 6,366	\$ 6,366	\$ 6,366
Building Structure Maintenance	\$ 2,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Storm Water Mgmt	\$ 2,002	\$ 4,003	\$ 4,003	\$ 4,003	\$ 4,003
Natural Resource Management / Monitoring	\$ 1,000	\$ 5,000	\$ 8,000	\$ 8,000	\$ 8,000
Sanitation Services (litter pickup / trash removal / restroom cleaning )	\$ 3,767	\$ 7,534	\$ 15,068	\$ 15,068	\$ 15,068
Vandalism Repair / Graffiti Removal / Encampment Removal	\$ 2,716	\$ 5,433	\$ 5,433	\$ 5,433	\$ 5,433
Volunteer Projects (invasive removal, trail development / repair , restorations, monitoring)	\$ 2,295	\$ 2,295	\$ 2,295	\$ 2,295	\$ 2,295
Volunteer Park Services - Administrative Support (patrols, park host, mounted assistance unit)	\$ 7,806	\$ 15,612	\$ 15,612	\$ 15,612	\$ 15,612
Utilities	N/A	\$ 4,800	\$ 6,000	\$ 6,000	\$ 6,000
Sanitation Monthly (porta potty(s) , restrooms)	\$ 1,500	\$ 2,085	\$ 7,430	\$ 7,430	\$ 7,430
Grazing Management(fencing improvements, contract administration)	\$ 2,072	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Marketing / Promotion / Public Relations	\$ 3,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>PROJECTED EXPENSE</b>	<b>\$ 79,700</b>	<b>\$ 161,400</b>	<b>\$ 213,900</b>	<b>\$ 213,900</b>	<b>\$ 213,900</b>
<b>Asset Management (annual appropriations of approx 3-5% of replacement cost)**</b>					
Deferred Maintenance (Restricted Fund for preventative maintenance and future asset replacement)			\$ 12,500	\$ 25,000	\$ 32,500

\* Funding sources could include General Fund, TOT, SCAPOSD, or other sources yet to be identified. Parks will work closely with the CAO on developing future funding plans.

\*\* Annual appropriations to a restricted maintenance account based on the value of the asset divided by its estimated useful life.



**ATTACHMENT 7**

**CERTIFICATE OF ACCEPTANCE**  
(Government Code Section 27281)  
**OF REAL PROPERTY BY THE**  
**BOARD OF DIRECTORS OF THE**  
**SONOMA COUNTY AGRICULTURAL PRESERVATION**  
**AND OPEN SPACE DISTRICT**

This is to certify that the interests in real property conveyed by the Conservation Easement Agreement dated \_\_\_\_\_ from the County of Sonoma, a public agency, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. \_\_\_\_\_ of the Board of Directors, dated \_\_\_\_\_ and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and  
Open Space District

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Rabbitt, President  
Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

**CERTIFICATE OF ACCEPTANCE**  
(Government Code Section 27281)  
**OF REAL PROPERTY BY THE**  
**BOARD OF DIRECTORS OF THE**  
**SONOMA COUNTY AGRICULTURAL PRESERVATION**  
**AND OPEN SPACE DISTRICT**

This is to certify that the interests in real property conveyed by the Recreation Covenant dated February 5, 2013 from the County of Sonoma, a public agency, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. \_\_\_\_\_ of the Board of Directors, dated February 5, 2013 and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and  
Open Space District

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Rabbitt, President  
Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

**CERTIFICATE OF ACCEPTANCE**  
(Government Code Section 27281)  
**OF REAL PROPERTY BY THE**  
**BOARD OF SUPERVISORS**  
**COUNTY OF SONOMA**

This is to certify that the interests in real property described in the attached Exhibit A, conveyed by the Grant Deed dated \_\_\_\_\_ from the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, to the County of Sonoma, a political subdivision of the State of California, (“Grantee”), is hereby accepted by the Chairman of the Board of Supervisors, pursuant to the authority conferred by Resolution No. \_\_\_\_\_ of the Board of Supervisors, dated \_\_\_\_\_ and the Grantee consents to the recording thereof by its duly authorized officer.

County of Sonoma

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Rabbitt, Chairman  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**TRACT ONE:**

**PARCEL ONE:**

ALL THAT PART OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF THE SOUTHEAST ONE-QUARTER SECTION 25, AND THE NORTHEAST ONE-QUARTER OF SECTION 36, IN TOWNSHIP 7 NORTH, RANGE 8 WEST, MDB & M ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE FOUND AT THE ONE-QUARTER SECTION CORNER TO SAID SECTIONS 25 AND 36; THENCE SOUTH 89° 30' WEST, 358.92 FEET TO THE SOUTHERLY LINE OF THE KAWANA SPRINGS ROAD, SAID POINT BEARS NORTH 89° 30' EAST, 142.82 FEET FROM STATION 21+59.41 P.C. ON THE CENTERLINE OF SAID ROAD; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD, ON A CURVE TO THE LEFT FROM A TANGENT THAT BEARS NORTH 73° 33' 30" EAST, WITH A RADIUS OF 520 FEET THROUGH AN ANGLE OF 22° 19' 30" FOR A DISTANCE OF 202.62 FEET TO A 3/4" IRON ROD OPPOSITE STATION 24+93.35 P.T.; THENCE NORTH 51° 14' EAST, 251.93 FEET TO A 3/4" IRON ROD OPPOSITE STATION 27+45.28 P.C.; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 230 FEET, A DISTANCE OF 166.59 FEET TO A 3/4" IRON ROD OPPOSITE STATION 29+26.36 P.T.; THENCE SOUTH 02° 44' WEST, 10.00 FEET TO A 3/4" IRON ROD; THENCE SOUTH 87° 16' EAST, 70.19 FEET TO A 3/4" IRON ROD OPPOSITE STATION 29+96.55 P.C.; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 530 FEET, A DISTANCE OF 91.89 FEET TO A 3/4" IRON ROD OPPOSITE STATION 30+83.23 P.T.; THENCE NORTH 82° 48' EAST 144.30 FEET TO A 3/4" IRON ROD OPPOSITE STATION 32+27.53 P.C.; THENCE NORTH 07° 12' WEST 5.00 FEET TO A 3/4" IRON ROD; THENCE ON A CURVE TO THE RIGHT FROM A TANGENT THAT BEARS NORTH 82° 48' EAST WITH A RADIUS OF 375 FEET, A DISTANCE OF 199.62 FEET TO A 3/4" IRON ROD OPPOSITE STATION 34+40.46 P.T.; THENCE SOUTH 66° 42' EAST, 123.53 FEET TO A 3/4" IRON ROD OPPOSITE STATION 35+63.99 P.C.; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 575 FEET, A DISTANCE OF 326.49 FEET TO A 3/4" IRON ROD OPPOSITE STATION 39+04.67 P.T. THE END OF SAID COUNTY ROAD LAYOUT, AND REFERRED TO AS POINT "A"; THENCE SOUTH 34° 10' EAST, 34 FEET; THENCE NORTH 56° 26' 13" EAST, 45.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS OF TAYLOR MOUNTAIN INC. AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2004-073880, SONOMA COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 68° 53' 28" EAST, 140.36 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS OF TAYLOR MOUNTAIN INC. AND THE SOUTHWEST CORNER OF THE LANDS OF SONOMA ACADEMY AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2005-119263, SONOMA COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY LINE OF SONOMA ACADEMY, SOUTH 68° 53' 28" EAST, 203.32 FEET; THENCE CONTINUING ALONG SAID LINE, SOUTH 85° 28' 57" EAST, 168.82 TO THE SOUTHEASTERLY CORNER OF SAID LANDS OF SONOMA ACADEMY, AND BEING MARKED BY 1 1/4" IRON PIPE; THENCE ALONG THE EASTERLY LINE, NORTH 00° 36' 16" EAST, 119.54 FEET TO THE COMMON LINE OF SECTIONS 25 AND 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN; THENCE EASTERLY ALONG SAID SECTION LINE AND THE SOUTHERLY LINE OF SAID SONOMA ACADEMY, SOUTH 89° 56' 10" EAST, 1053.87 FEET TO A 2" IRON PIPE MARKING THE INTERSECTION OF SECTIONS 30 AND 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, AND SECTIONS 25 AND 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN AND THE SOUTHEASTERLY CORNER OF SAID LANDS OF SONOMA ACADEMY; THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, SOUTH 00° 31' 26" WEST, 1318.10 FEET TO THE NORTH 1/16 CORNER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; THENCE WESTERLY ALONG SAID 1/16 LINE, SOUTH 89° 54' 29" WEST, 2634.48 FEET TO THE CENTER NORTH 1/16 CORNER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; THENCE NORTHERLY ALONG NORTH/SOUTH CENTER LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, NORTH 00° 36' 33" EAST, 1325.29 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO SONOMA COUNTY WATER AGENCY BY DEED RECORDED UNDER DOCUMENT NUMBER 1988-041827, SONOMA COUNTY RECORDS.

EXCEPTING ALSO THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO SONOMA COUNTY WATER

AGENCY BY DEED RECORDED UNDER DOCUMENT NUMBER 1992-047469, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO SONOMA COUNTY AGRICULTURAL AND OPEN SPACE DISTRICT BY DEED RECORDED UNDER DOCUMENT NUMBER 2006-005408, SONOMA COUNTY RECORDS.

TOGETHER WITH:

AN EASEMENT 45 FEET IN WIDTH FOR ROAD AND UTILITY PURPOSES OVER AND ACROSS THAT SECTION OF EXISTING ROAD EXTENDING FROM THE EASTERLY TERMINUS OF KAWANA SPRINGS COUNTY ROAD SOUTHERLY BETWEEN THE FOLLOWING COURSES DESCRIBING THE SOUTHERLY BOUNDARY OF PARCEL 4 IN THAT DEED FROM MADELEINE H. RUSSELL TO JOSEPH A. NUNES AND MARIA L. NUNES, HIS WIFE, DATED January 17, 1980, AND RECORDED UNDER SONOMA COUNTY RECORDER'S SERIAL NO. 80-006843 ON February 4, 1980; THENCE SOUTH 55° 50' WEST, 45 FEET; THENCE LEAVING KAWANA SPRINGS COUNTY ROAD, SOUTH 34° 10' EAST, 34 FEET; THENCE NORTH 55° 50' EAST, 45 FEET, AS RECORDED UNDER DOCUMENT NUMBER 1980-009297, SONOMA COUNTY RECORDS.

APN NOS: 044-180-028 and 044-180-029

PARCEL TWO:

ALL THAT REAL PROPERTY LYING WITHIN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B. & M., COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" IRON PIPE WITH BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B. & M., AND AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 557 OF MAPS, PAGES 34-35, SONOMA COUNTY RECORDS; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION, NORTH 89° 56' 10" WEST, 486.72 FEET TO A POINT ON SAID NORTHERLY LINE, ALSO BEING ON THE SOUTHERLY LINE OF THE LANDS OF SONOMA ACADEMY AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2005-119263, SONOMA COUNTY RECORDS, AND BEING MARKED BY A 1/2" IRON PIPE TAGGED PLS 5143, AND BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY AND SOUTHERLY LINE, NORTH 89° 56' 10" WEST, 567.15 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, MARKED BY A 1/2" IRON PIPE TAGGED PLS 5143; THENCE LEAVING SAID NORTHERLY LINE, ALONG SAID SOUTHERLY LINE, SOUTH 00° 36' 16" WEST, 119.54 FEET TO A 1 1/4" IRON PIPE AS SHOWN ON SAID MAP; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 00° 17' 32" WEST, 90.87 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE EASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A TANGENT BEARING OF SOUTH 69° 41' 24" EAST, RADIUS OF 720.00 FEET, LENGTH OF 99.91 FEET, CENTRAL ANGLE OF 07° 57' 01" TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE SOUTH 65° 19' 07" EAST, 181.36 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE SOUTH 88° 53' 51" EAST, 235.65 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE NORTH 01° 50' 46" WEST, 68.10 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143, NEAR THE SOUTHERLY TOP OF BANK OF KAWANA SPRINGS CREEK; THENCE SOUTH 80° 15' 56" EAST, 63.58 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143, NEAR THE SOUTHERLY TOP OF BANK OF KAWANA SPRINGS CREEK; THENCE NORTH 03° 33' 17" EAST, 274.30 FEET TO THE POINT OF BEGINNING.

APN: 044-180-026

PARCEL THREE:

ALL THAT REAL PROPERTY LYING WITHIN A PORTION OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 7 WEST; SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST; SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; AND SECTION 1, TOWNSHIP 6 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2-INCH IRON PIPE MARKING THE COMMON CORNER OF SECTIONS 30 AND 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, AND SECTIONS 25 AND 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN; THENCE EASTERLY ALONG THE SECTION LINE COMMON TO SECTIONS 30 AND 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN, SOUTH 88° 07' 29" EAST, 2,425.76 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS CONVEYED TO SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT BY DEED RECORDED December 21, 1998 IN DOCUMENT NUMBER 1998-0153149, SONOMA COUNTY RECORDS, AND AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 594 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, SAID POINT BEING MARKED BY A 1/2 INCH IRON PIPE AND

TAG, RCE 25133; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, SOUTH 00° 10' 18" WEST, 1,385.64 FEET (RECORD OF SURVEY SHOWS SOUTH 01° 10' 25" WEST, 1,385.90 FEET) TO THE SOUTHWESTERLY CORNER OF SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT MARKED BY 1/2" IRON PIPE AND TAG LS 4208; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, NORTH 83° 34' 30" EAST, 403.73 FEET (RECORD OF SURVEY SHOWS NORTH 83° 30' 50" EAST, 403.94 FEET) TO THE SOUTHEASTERLY CORNER OF SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE AND TO A POINT ON THE WESTERLY LINE OF THE LANDS OF HAMILTON, AS DESCRIBED BY DEED UNDER DOCUMENT NUMBER 1999-0056359, SONOMA COUNTY RECORDS, FROM WHICH A 1/2" IRON PIPE AND TAG RCE 251.33 BEARS NORTH 83° 34' 30" EAST, 10.42 FEET; THENCE SOUTHEASTERLY ALONG SAID LINE OF HAMILTON, SOUTH 37° 16' 19" EAST, 752.40 FEET; THENCE SOUTH 38° 16' 19" EAST, 857.29 FEET; THENCE SOUTH 52° 45' 24" EAST, 198.80 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN; THENCE CONTINUING SOUTH 54° 45' 24" EAST, 819.55 FEET; THENCE SOUTH 77° 31' 19" EAST, 136.12 FEET; THENCE SOUTH 88° 31' 19" EAST, 70.07 FEET; THENCE SOUTH 85° 16' 19" EAST, 105.60 FEET; THENCE SOUTH 84° 16' 19" EAST, 75.90 FEET; THENCE NORTH 73° 43' 41" EAST, 75.90 FEET; THENCE NORTH 60° 58' 41" EAST, 128.70 FEET; THENCE NORTH 75° 13' 41" EAST, 59.40 FEET; THENCE NORTH 85° 13' 41" EAST, 59.40 FEET TO A POINT ON THE WESTERLY LINE OF THE BOUNDARY LINE AGREEMENT RECORDED UNDER DOCUMENT NUMBER 1997-0042966, SONOMA COUNTY RECORDS AND AS SHOWN UPON THE RECORD OF SURVEY RECORDED IN BOOK 579 OF MAPS, AT PAGES 18 THROUGH 24, SONOMA COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE LANDS OF HAMILTON; THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING 46 COURSES: SOUTH 25° 15' 09" WEST, 44.53 FEET; SOUTH 03° 20' 33" EAST, 141.32 FEET TO A POINT FROM WHICH A T-BAR WITH STAINLESS STEEL TAG STAMPED PLS 3216 BEARS NORTH 51° 22' 27" EAST, 86.28 FEET; SOUTH 66° 13' 18" WEST, 84.89 FEET; SOUTH 07° 49' 03" WEST, 128.13 FEET; SOUTH 43° 19' 06" WEST, 194.51 FEET; SOUTH 70° 05' 45" WEST, 72.98 FEET; NORTH 87° 16' 22" WEST, 177.13 FEET TO A POINT FROM WHICH A T-BAR WITH STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 80° 56' 21" EAST, 64.04 FEET; SOUTH 20° 08' 58" WEST, 44.99 FEET; NORTH 73° 18' 14" WEST, 32.75 FEET TO A POINT FROM WHICH A T-BAR WITH A STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 26° 01' 46" WEST, 67.61 FEET; SOUTH 49° 39' 31" WEST, 201.27 FEET; SOUTH 21° 17' 39" EAST, 34.25 FEET; SOUTH 33° 13' 32" WEST, 44.20 FEET; SOUTH 26° 22' 15" EAST, 21.98 FEET; SOUTH 28° 30' 10" WEST, 82.71 FEET; NORTH 82° 30' 49" WEST, 50.23 FEET; SOUTH 25° 47' 02" WEST, 58.77 FEET; NORTH 83° 02' 25" WEST, 147.05 FEET; SOUTH 65° 54' 23" WEST, 22.69 FEET; NORTH 84° 20' 05" WEST, 64.34 FEET TO A POINT FROM WHICH A T-BAR WITH A STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 80° 46' 58" WEST, 18.27 FEET; NORTH 57° 08' 37" WEST, 141.02 FEET; NORTH 30° 54' 09" WEST, 15.16 FEET TO A POINT FROM WHICH A T-BAR WITH A STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 52° 54' 53" WEST, 32.50 FEET; NORTH 62° 58' 40" WEST, 35.58 FEET; NORTH 69° 56' 54" WEST, 77.87 FEET; NORTH 64° 11' 43" WEST, 180.66 FEET; NORTH 76° 42' 36" WEST, 106.54 FEET; SOUTH 77° 28' 18" WEST, 73.75 FEET; NORTH 80° 00' 53" WEST, 71.27 FEET; NORTH 82° 54' 29" WEST, 155.86 FEET, TO A POINT FROM WHICH A 1/2" IRON PIPE, TAGGED PLS 3216 BEARS SOUTH 20° 02' 24" WEST, 13.39 FEET; NORTH 55° 47' 20" WEST, 210.44 FEET; NORTH 44° 19' 14" WEST, 189.36 FEET; NORTH 48° 35' 25" WEST, 100.46 FEET; NORTH 46° 11' 00" WEST, 58.73 FEET; NORTH 53° 01' 21" WEST, 139.36 FEET; SOUTH 58° 57' 09" WEST, 128.57 FEET; SOUTH 56° 30' 00" WEST, 614.51 FEET; SOUTH 57° 40' 00" WEST, 639.30 FEET; SOUTH 38° 50' 01" WEST, 423.51 FEET; SOUTH 39° 47' 01" WEST, 107.75 FEET; SOUTH 51° 46' 39" WEST, 70.73 FEET; SOUTH 03° 39' 22" EAST, 42.24 FEET; SOUTH 11° 13' 03" EAST, 372.39 FEET; SOUTH 08° 32' 59" EAST, 74.11 FEET; SOUTH 01° 36' 26" EAST, 121.64 FEET; SOUTH 11° 21' 56" EAST, 201.83 FEET TO A FOUND 1/2" IRON PIPE, TAGGED PLS 3216 AT AN EXISTING FENCE CORNER POST, TAKEN TO BE THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN; ALONG THE EXISTING FENCE LINE NORTH 89° 42' 03" EAST, 1,323.38 FEET TO A FOUND 1/2" IRON PIPE, TAGGED PLS 3216 AT AN EXISTING FENCE CORNER, TAKEN TO BE THE NORTHERLY QUARTER CORNER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN; THENCE ALONG AN EXISTING FENCE, SOUTH 00° 48' 08" WEST, 1,927.66 FEET TO A 1/2" IRON PIPE TAKEN TO BE THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN AND THE POINT OF TERMINATION OF SAID BOUNDARY LINE AGREEMENT; THENCE ALONG THE NORTH/SOUTH CENTER SECTION LINE OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN, SOUTH 00° 48' 08" WEST, 2,514.14 TO A POINT ON THE NORTHEASTERLY LINE OF THE RANCHO COTATE, ALSO BEING ON THE NORTHEASTERLY LINE OF LOT 4, AS SHOWN ON PARCEL MAP NO. 6174, RECORDED IN BOOK 286 OF MAPS, AT PAGES 3 THROUGH 4, SONOMA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG SAID LINE OF RANCHO COTATE AND SAID LOT 4, NORTH 38° 58' 30" WEST, 808.17 FEET TO FOUND 20" DEAD WHITE OAK MARKED WITH THREE NOTCHES ON SOUTH SIDE, KNOWN AS "COOKS PEAK"; THENCE CONTINUING ALONG SAID LINE OF RANCHO COTATE AND LOT 4, NORTH 38° 13' 23" WEST, 785.48 FEET TO THE COMMON EASTERLY CORNER OF LOTS 3 AND 4 AS SHOWN ON SAID PARCEL MAP NO. 6174; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID RANCHO

COTATE AND LOT 3, NORTH 38° 13' 23" WEST, 453.43 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 3; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID RANCHO COTATE, NORTH 38° 13' 23" WEST, 5,232.71 FEET TO FOUND 2" IRON PIPE, TAGGED LS 3890, ACCEPTED AS ANGLE POINT "C-7", COMMON CORNER TO RANCHO COTATE AND RANCHO LLANO DE SANTA ROSA, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 537 OF MAPS, PAGE 28, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF RANCHO LLANO DE SANTA ROSA, NORTH 36° 23' 41" WEST, 1,822.36 FEET TO A POINT ON NORTH LINE OF THE NORTH HALF OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE LANDS OF CUNNINGHAM DAIRY AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 1999-076763, SONOMA COUNTY RECORDS; THENCE EASTERLY ALONG SAID NORTH LINE AND ALONG SAID SOUTHERLY LINE NORTH 89° 45' 08" EAST, 136.37 FEET TO THE CENTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST AND THE SOUTHEASTERLY CORNER OF SAID LANDS OF CUNNINGHAM DAIRY; THENCE NORTHERLY ALONG THE NORTH/SOUTH SECTION LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST AND ALONG THE EASTERLY LINE OF SAID LANDS OF CUNNINGHAM DAIRY, NORTH 00° 36' 33" EAST, 890.77 FEET TO THE COMMON EASTERLY CORNER OF SAID LANDS OF CUNNINGHAM DAIRY AND THE LANDS OF CARINALLI AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2004-142591, SONOMA COUNTY RECORDS; THENCE CONTINUING ALONG SAID NORTH/SOUTH SECTION LINE AND ALONG THE EASTERLY LINE OF SAID LANDS OF CARINALLI, NORTH 00° 36' 33" EAST, 434.52 FEET TO A POINT ON THE NORTH 1/16 LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; THENCE ALONG THE SAID 1/16 LINE, NORTH 89° 54' 29" EAST, 2,634.48 FEET TO THE NORTH 1/16 CORNER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; THENCE ALONG THE EAST LINE OF SAID SECTION 36, NORTH 00° 31' 26" EAST, 1,318.10 FEET TO THE POINT OF BEGINNING.

**PARCEL FOUR:**

AN EASEMENT 45 FEET IN WIDTH FOR ROAD AND UTILITY PURPOSES OVER AND ACROSS THAT SECTION OF EXISTING ROAD EXTENDING FROM THE EASTERLY TERMINUS OF KAWANA SPRINGS COUNTY ROAD SOUTHERLY BETWEEN THE FOLLOWING COURSES DESCRIBING THE SOUTHERLY BOUNDARY OF PARCEL 4 IN THAT DEED FROM MADELEINE H. RUSSELL TO JOSEPH A. NUNES AND MARIA L NUNES, HIS WIFE, DATED January 17, 1980, AND RECORDED UNDER SONOMA COUNTY RECORDER'S SERIAL NO. 80-006843 ON February 4, 1980; THENCE SOUTH 55° 50' WEST, 45 FEET; THENCE LEAVING KAWANA SPRINGS COUNTY ROAD, SOUTH 34° 10' EAST, 34 FEET; THENCE NORTH 55° 50' EAST, 45 FEET. AS RECORDED UNDER DOCUMENT NUMBER 1980-009297, SONOMA COUNTY RECORDS.

APN NOS: 044-180-025, 049-170-040, 044-061-025 & 044-061-033

**TRACT TWO:****PARCEL ONE:**

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF THAT RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS; THENCE NORTH 89° 20' WEST 645.03 FEET TO A 1/2 INCH IRON PIPE, THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 89° 20' WEST 180.66 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 26° 59' 10" EAST 1609.85 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 7° 47' 30" EAST, 136.81 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 9° 10' 50" EAST 153.81 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 34° 04' 10" EAST 124.29 FEET TO A 1/2 INCH IRON PIPE; THENCE CONTINUING SOUTH 34° 04' 10" EAST 121.68 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 64° 56' EAST 203.07 FEET TO A 1/2 INCH IRON PIPE; THENCE NORTH 0° 00' 50" WEST 213.52 FEET TO A 1/2 INCH IRON PIPE HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 26° 59' 10" WEST 2015.52 FEET TO THE POINT OF BEGINNING.

**PARCEL TWO:**

BEGINNING AT POINT "A" AS ABOVE REFERRED TO IN PARCEL ONE, THENCE SOUTH 0° 00' 50" EAST 2262.85 FEET TO A 1/2 INCH IRON PIPE; THENCE NORTH 83° 30' 50" EAST 403.38 FEET TO A POINT FROM WHICH POINT A 1/2 INCH IRON PIPE BEARS NORTH 83° 30' 50" EAST 10.39 FEET; THENCE NORTH 0° 00' 50" WEST 2262.85 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 83° 30' 50" WEST 403.38 FEET TO THE POINT OF BEGINNING.

**PARCEL THREE:**

A RIGHT OF WAY FOR GENERAL ROAD AND UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT POINT "B" AS REFERRED TO IN PARCEL ONE; THENCE NORTH 89° 20' WEST 339.34 FEET; THENCE SOUTH 0° 40' WEST 40.00 FEET; THENCE SOUTH 89° 20' EAST, 330.05 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET THROUGH AN ANGLE OF 62° 20' 50" A DISTANCE OF 54.41 FEET; THENCE NORTH 26° 59' 10" WEST 75.41 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEING A TRACT OF LAND IN SECTION 30, TOWNSHIP 7 NORTH, RANGE 7 WEST, M.D.B. & M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND RECORDED IN BOOK 562 OF OFFICIAL RECORDS AT PAGE 115, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF COMMENCEMENT AND ALONG THE EASTERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115, NORTH 0° 29' 10" WEST ALONG THE SAID EASTERN LINE 592.56 FEET TO ITS INTERSECTION WITH A NEW FENCE AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID EASTERLY BOUNDARY AND ALONG SAID NEW FENCE THE FOLLOWING COURSES AND DISTANCES: NORTH 54° 46' 10" WEST 28.17 FEET; NORTH 67° 26' 40" WEST 108.51 FEET; NORTH 76° 17' WEST 106.39 FEET; NORTH 53° 05' 30" WEST 159.43 FEET; NORTH 55° 10' 40" WEST 73.76 FEET; NORTH 55° 59' 50" WEST 62.42 FEET; NORTH 34° 03' 40" WEST 89.31 FEET; NORTH 58° 25' 20" WEST 26.93 FEET; NORTH 85° 53' 10" WEST 30.26 FEET; NORTH 65° 53' 10" WEST 47.24 FEET; NORTH 53° 53' 20" WEST 39.94 FEET; NORTH 47° 35' 20" WEST 90.15 FEET; NORTH 22° 56' 40" WEST 40.15 FEET; NORTH 20° 04' 40" WEST 85.61 FEET; NORTH 16° 05' WEST 61.18 FEET; NORTH 22° 02' 10" WEST, 40.89 FEET; NORTH 30° 44' 40" WEST, 29.52 FEET; NORTH 35° 50' WEST 99.64 FEET; NORTH 18° 30' 20" WEST 59.64 FEET; NORTH 29° 24' 10" WEST 70.86 FEET; NORTH 24° 47' 20" WEST 71.88 FEET; NORTH 20° 59' WEST 30.02 FEET; NORTH 13° 49' 20" WEST, 30.39 FEET; NORTH 0° 21' 40" WEST 142.87 FEET, TO A POINT ON THE NORTHERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115 AND THE SOUTHERLY BOUNDARY OF THAT RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, AT PAGE 16, SONOMA COUNTY RECORDS; SAID POINT BEARS NORTH 89° 20' WEST, 299.56 FEET FROM THE SOUTHEAST CORNER OF SAID RECORD OF SURVEY; THENCE ALONG THE COMMON BOUNDARY BETWEEN OFFICIAL RECORDS, BOOK 562-PAGE 115 AND SAID RECORD OF SURVEY NORTH 89° 20' WEST, 345.47 FEET TO THE MOST WESTERLY CORNER OF OFFICIAL RECORDS, BOOK 562-PAGE 115; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115; SOUTH 26° 59' 10" EAST, 2015.52 FEET TO THE MOST SOUTHERLY CORNER OF OFFICIAL RECORDS, BOOK 562-PAGE 115; THENCE ALONG THE SOUTHERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115, NORTH 83° 30' 50" EAST, 403.38 FEET (THE DISTANCE GIVEN FOR THIS COURSE IN PREVIOUS DEEDS IS 435.60 FEET) TO THE SOUTHEAST CORNER OF OFFICIAL RECORDS, BOOK 562-PAGE 115; THENCE NORTH 0° 29' 10" WEST ALONG SAID EASTERN LINE OF AHL PARCEL 592.56 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS THAT RECORD OF SURVEY AS RECORDED IN BOOK 60 OF MAPS, AT PAGE 16, SONOMA COUNTY RECORDS.

PARCEL FIVE:

A RIGHT OF WAY FOR GENERAL ROAD PURPOSES, OVER THE FOLLOWING DESCRIBED PARCEL:

BEING A PARCEL OF LAND IN THE RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL, AS SHOWN ON SHEET 2 OF SAID RECORD OF SURVEY; THENCE ALONG THE SOUTH LINE AND CONTINUATION THEREOF, NORTH 89° 20' WEST, 645.03 FEET TO THE TRUE POINT OF BEGINNING OF THE RIGHT OF WAY TO BE HEREIN DESCRIBED; THENCE NORTH 12° 59' 10" WEST, 142.22 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 160.0 FEET, THROUGH AN ANGLE OF 58° 27' 10", A DISTANCE OF 163.21 FEET; THENCE NORTH 9° 48' 30" EAST, 80 FEET; THENCE ON A CURVE TO THE LEFT, WITH A RADIUS OF 35.0 FEET, A DISTANCE OF 35.57 FEET TO THE SOUTHERLY LINE OF HOLLAND DRIVE; THENCE ALONG SAID LAND ON A CURVE TO THE LEFT, WITH A RADIUS OF 325.12 FEET, FROM A TANGENT THAT BEARS SOUTH 71° 43' 23" EAST, A DISTANCE OF 41.51 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 9° 48' 30" WEST, 181.68 FEET; THENCE SOUTH 15° 48' EAST, 67.82 FEET; THENCE SOUTH 79° 39' WEST, 36.59 FEET TO AN IRON PIPE; THENCE SOUTH 5° 35' EAST, 134.78 FEET TO AN IRON PIPE ON THE SOUTH LINE OF THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 20' WEST, 13.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



## PARCEL SIX:

A RIGHT OF WAY FOR GENERAL PURPOSES, OVER A STRIP OF LAND 20 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL SHOWN ON SHEET 2 OF THE RECORD OF SURVEY, RECORDED IN BOOK 60 OF MAPS, PAGES 15, 16, 17 AND 18, SONOMA COUNTY RECORDS; THENCE FROM THE SAID POINT OF COMMENCEMENT, NORTH 89° 20' WEST, 611.97 FEET TO POINT "A" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE, SAID POINT "A" BEING ON THE NORTHERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED TO JOHN AHL, BY DEED RECORDED IN BOOK 562 OF OFFICIAL RECORDS, PAGE 115, UNDER RECORDER'S SERIAL NO. B-50458, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT "A" AND ALONG THE CENTERLINE OF SAID RIGHT OF WAY, NORTH 27° 06' 40" WEST, 74.20 FEET; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 200 FEET, A DISTANCE OF 80.15 FEET; THENCE NORTH 4° 09' WEST, 22.17 FEET; THENCE CURVING RIGHT, WITH A RADIUS OF 150 FEET, A DISTANCE OF 89.58 FEET; THENCE NORTH 30° 04' EAST, 83.82 FEET; THENCE NORTH 9° 48' 30" EAST, 62.79 FEET TO POINT "B" AND THE TERMINUS OF SAID RIGHT OF WAY, SAID POINT "B" BEING ON THE SOUTHERLY EDGE OF HOLLAND DRIVE.

## PARCEL SEVEN:

BEING A PARCEL OF LAND IN THE RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL SHOWN ON SHEET 2 OF SAID RECORD OF SURVEY; THENCE NORTH 89° 20' WEST ALONG THE NORTH LINE OF THE LANDS OF JOHN AHL, RECORDED IN BOOK 562 OF OFFICIAL RECORDS, PAGE 115, RECORDER'S SERIAL NO. D-50458, SONOMA COUNTY RECORDS, A DISTANCE OF 201.98 FEET TO AN IRON PIPE; THENCE CONTINUING NORTH 89° 20' WEST, A DISTANCE OF 226.06 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 89° 20' WEST, 202.67 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO GEORGE H. BATH AND WIFE, BY DEED RECORDED SEPTEMBER 24, 1954 IN BOOK 1297 OF OFFICIAL RECORDS, PAGE 377, UNDER RECORDER'S SERIAL NO. E-30817, SONOMA COUNTY RECORDS; THENCE NORTH 5° 35' WEST, 134.78 FEET TO AN IRON PIPE; THENCE NORTH 79° 39' EAST, 36.59 FEET TO AN IRON PIPE; THENCE SOUTH 89° 20' EAST, 180.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO ROBERT A. GUETTERMAN AND WIFE, BY DEED RECORDED JANUARY 27, 1959 IN BOOK 1643 OF OFFICIAL RECORDS, PAGE 614, RECORDER'S SERIAL NO. F-64127, SONOMA COUNTY RECORDS; THENCE SOUTH 0° 29' EAST ALONG THE WEST LINE OF SAID GUETTERMAN, 140.99 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

## PARCEL EIGHT:

A RIGHT OF WAY FOR GENERAL ROAD PURPOSES, OVER THE FOLLOWING DESCRIBED PARCEL:

BEING A PARCEL OF LAND IN THE RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL, AS SHOWN ON SHEET 2 OF SAID RECORD OF SURVEY; THENCE ALONG THE SOUTH LINE AND CONTINUATION THEREOF NORTH 89° 20' WEST, 645.03 FEET TO THE TRUE POINT OF BEGINNING OF THE RIGHT OF WAY TO BE HEREIN DESCRIBED; THENCE NORTH 12° 59' 10" WEST, 142.22 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 160.0 FEET, THROUGH AN ANGLE OF 58° 27' 10", A DISTANCE OF 163.21 FEET; THENCE NORTH 9° 48' 30" EAST, 80 FEET; THENCE ON A CURVE TO THE LEFT, WITH A RADIUS OF 35.0 FEET, A DISTANCE OF 35.57 FEET TO THE SOUTHERLY LINE OF HOLLAND DRIVE; THENCE ALONG SAID LAND ON A CURVE TO THE LEFT, WITH A RADIUS OF 325.12 FEET, FROM A TANGENT THAT BEARS SOUTH 71° 43' 23" EAST, A DISTANCE OF 41.51 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 9° 48' 30" WEST, 181.68 FEET; THENCE SOUTH 15° 48' EAST, 67.82 FEET; THENCE SOUTH 79° 39' WEST, 36.59 FEET TO AN IRON PIPE; THENCE SOUTH 5° 35' EAST, 134.78 FEET TO AN IRON PIPE ON THE SOUTH LINE OF THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 20' WEST, 13.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

## PARCEL NINE:

A RIGHT OF WAY FOR GENERAL PURPOSES, OVER A STRIP OF LAND 20 FEET IN WIDTH ON EACH SIDE OF

## THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL SHOWN ON SHEET 2 OF THE RECORD OF SURVEY, RECORDED IN BOOK 60 OF MAPS, PAGES 15, 16, 17 AND 18, SONOMA COUNTY RECORDS; THENCE FROM THE SAID POINT OF COMMENCEMENT, NORTH 89° 20' WEST, 611.97 FEET TO POINT "A" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE SAID POINT "A" BEING ON THE NORTHERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED TO JOHN AHL, BY DEED RECORDED IN BOOK 562 OF OFFICIAL RECORDS, PAGE 115, UNDER RECORDER'S SERIAL NO. B-50458, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT "A" AND ALONG THE CENTERLINE OF SAID RIGHT OF WAY, NORTH 27° 06' 40" WEST, 74.20 FEET; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 200 FEET, A DISTANCE OF 80.15 FEET; THENCE NORTH 4° 09' WEST, 22.17 FEET; THENCE CURVING RIGHT, WITH A RADIUS OF 150 FEET, A DISTANCE OF 89.58 FEET; THENCE NORTH 30° 04' EAST, 83.82 FEET; THENCE NORTH 9° 48' 30" EAST, 62.79 FEET TO POINT "B" AND THE TERMINUS OF SAID RIGHT OF WAY, SAID POINT "B" BEING ON THE SOUTHERLY EDGE OF HOLLAND DRIVE.

## PARCEL TEN:

AN EASEMENT FOR THE PURPOSE OF INSTALLING AND MAINTAINING A SEWAGE LEACHING LINE ON THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THAT RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, OFFICIAL RECORDS, SONOMA COUNTY, CALIFORNIA, THE DISTANCE THEREON NORTH 89° 20' WEST, 495.03 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 20' EAST, 40 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 15° 48' EAST, 60 FEET; THENCE NORTH 89° 20' WEST, 40 FEET; THENCE NORTH 15° 48' WEST, 60 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL BEING PORTIONS OF TRACT TWO, PARCELS ONE AND TWO AS DESCRIBED ABOVE. SAID PARCEL ALSO IDENTIFIED AS PARCEL 2, MNS 98-0042 AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 19980153148 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON PIPE AND TAG L.S. 4206 REFERRED TO A POINT "A" IN THE ABOVE DESCRIBED TRACT ONE, PARCEL ONE AND TWO AND AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 442 OF MAPS, AT PAGES 45 AND 46, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID TRACT ONE, PARCEL TWO SOUTH 0° 10' 25" WEST (SOUTH 0° 00' 50" EAST, DEED), 213.52 FEET TO A 1/2" IRON PIPE AND TAG L.S. 4206; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 0° 10' 25" WEST, 42.48 FEET TO A SET IRON PIPE; THENCE LEAVING SAID WESTERLY LINE NORTH 83° 42' 05" EAST, 256.00 FEET TO A SET IRON PIPE; THENCE NORTH 0° 10' 25" EAST, 266.00 FEET TO A SET IRON PIPE; THENCE SOUTH 83° 42' 05" WEST, 256.00 FEET, MORE OR LESS TO A POINT WHICH BEARS NORTH 0° 10' 25" EAST, 10.00 FEET FROM THE POINT OF BEGINNING HEREIN DESCRIBED; THENCE SOUTH 0° 10' 25" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

ALL SET IRON PIPES REFERRED TO ABOVE ARE 1/2" IRON PIPES TAGGED L.S. 3890 AND WILL BE SET OR THEIR POSITIONS REFERENCED BY SET IRON PIPE MONUMENTS TO COMPLETE A SURVEY REQUESTED BY THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT IN OCTOBER 1998 AND SAID SET IRON PIPES OR REFERENCE PIPES WILL BE SHOWN AND DELINEATED ON A RECORD OF SURVEY MAP TO BE FILED AFTER THE COMPLETION OF MNS 98-0042.

BASIS OF BEARINGS: THE ABOVE REFERENCED RECORD OF SURVEY.

TOGETHER WITH AN EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF THE GRANTEE HEREIN DESCRIBED AND BEING AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS HAVING A UNIFORM WIDTH OF 30 FEET WHOSE CENTERLINE IS COINCIDENT WITH THE CENTERLINE OF AN EXISTING DIRT ROAD. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042 AT ITS INTERSECTION WITH THE CENTERLINE OF AN EXISTING GRAVEL LAND DIRT ROAD; THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID EXISTING CENTERLINE SOUTHEASTERLY AND SOUTHERLY 150 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042 AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

SIDELINES OF THIS EASEMENT ARE TO LENGTHEN OR SHORTEN TO CONFORM TO THE BOUNDARY LINES OF

THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042.

RESERVING THEREFROM AN EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF THE GRANTOR HEREIN DESCRIBED AND BEING AN EASEMENT 20 FEET IN WIDTH FOR PUBLIC AND PRIVATE UTILITIES, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042; THENCE ALONG THE EASTERLY LINE OF LAST SAID PARCEL SOUTH 0° 10' 25" WEST, 113.8 FEET, MORE OR LESS TO A POINT ON THE CENTERLINE OF AN EXISTING UTILITY LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE LEAVING SAID EASTERLY LINE AND ALONG THE CENTERLINE OF SAID EXISTING UTILITY LINE NORTH 45° 43' 22" EAST, 211.0 FEET, MORE OR LESS TO A POINT ON THE EASTERLY LINE OF THE ABOVE DESCRIBED TRACT TWO, PARCEL ONE AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

SIDELINES OF THIS EASEMENT ARE TO EXTEND OR SHORTEN TO CONFORM TO PROPERTY LINES.

**TRACT THREE:**

PARCEL ONE:

BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 1320.0 FEET MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 52.9 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID SECTION 25, FROM WHICH POINT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 BEARS EAST 52.9 FEET DISTANT ALONG THE SOUTH LINE OF SAID SECTION 25; THENCE EAST AND ALONG THE SOUTH LINE OF SAID SECTION 25, 52.9 FEET TO THE POINT OF BEGINNING.

APN: 044-180-010

PARCEL TWO:

ALL THAT PORTION OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 30 IN TOWNSHIP 7 NORTH OF RANGE 7 WEST, MOUNT DIABLO BASE AND MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION NO. 30, IN TOWNSHIP 7 NORTH OF RANGE 7 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE EAST 42 CHAINS AND 62 LINKS TO A STAKE; THENCE NORTH 13 CHAINS, 70 LINKS TO A STAKE, ONE CHAIN AND 18 LINKS FROM A LIVE OAK TREE BEARING NORTH 85 1/2° WEST, THENCE WEST 6 CHAINS AND 60 LINKS, BEARING NORTH 84° EAST; THENCE NORTH 26 1/2° WEST TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 7 WEST, TO A STAKE 20 CHAINS FROM THE NORTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SAID SECTION 30, DISTANT 40 LINKS FROM BLACK OAK TREE, BEARING 63 1/2° EAST; THENCE 22 CHAINS AND 62 LINKS WEST TO A STAKE; THENCE SOUTH TO THE PLACE OF BEGINNING, AND BEING THE SAME PREMISES CONVEYED TO JOHN S. TAYLOR, BY ALEXANDER DUNWOODY, BY DEED DATED January 27, 1872, AND RECORDED IN LIBER 37 OF DEEDS, PAGE 444, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM, THAT PORTION THEREOF INCLUDED WITHIN THE BOUNDS OF THOSE CERTAIN PARCELS DESCRIBED IN THE DEED FROM ZANA M. TAYLOR WEAVER TO GEORGE H. BATH, ET UX, RECORDED MAY 14, 1956, IN BOOK 1437 OF OFFICIAL RECORDS, PAGE 351, UNDER SERIAL NO. E-81905, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE BOUNDS OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED FROM JOHN AHL, ET UX, TO GEORGE H. BATH, ET UX, RECORDED September 24, 1954, IN BOOK 1297 OF OFFICIAL RECORDS, PAGE 374, UNDER SERIAL NO. E-30815, SONOMA COUNTY RECORDS.

APN: 044-060-027

**PARCEL THREE:**

AN EASEMENT OVER AND UNDER A PORTION OF THE LANDS OF JOSEPH A. NUNES AND MARIA L. NUNES, AS SAID LANDS ARE DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 87-089221, OFFICIAL RECORDS OF SONOMA COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LANDS OF NUNES AND THE EASTERLY END OF KAWANA SPRINGS ROAD AND RUNNING THENCE ALONG SAID LANDS OF NUNES SOUTH 56° 27' 08" WEST 45.00 FEET; THENCE SOUTH 33° 32' 52" EAST 34.00 FEET; THENCE NORTH 56° 27' 08" EAST 45.00 FEET; THENCE SOUTH 68° 55' 32" EAST 343.92 FEET; THENCE SOUTH 85° 38' 12" EAST 168.57 FEET TO A 1 1/2" IRON PIPE TAGGED LS 4206; THENCE NORTH 0° 36' 41" EAST 119.69 FEET; THENCE SOUTH 89° 56' 44" EAST 1001.18 FEET TO A 1/2" IRON PIPE TAGGED LS 4206 MARKING THE SOUTHEAST CORNER OF SAID LANDS OF NUNES; THENCE ALONG THE EAST LINE OF SAID LANDS NORTH 0° 51' 50" EAST 60.01 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID LANDS NORTH 89° 56' 44" WEST 1061.45 FEET; THENCE SOUTH 0° 36' 41" WEST 115.05 FEET; THENCE NORTH 85° 38' 12" WEST 95.70 FEET; THENCE NORTH 68° 55' 32" WEST 283.53 FEET; THENCE ON A NONTANGENT CURVE TO THE LEFT FROM A TANGENT WHICH BEARS NORTH 30° 09' 52" WEST, WITH A RADIUS OF 700.00 FEET; THROUGH A CENTRAL ANGLE OF 15° 51' 33", FOR A LENGTH OF 193.76 FEET; THENCE SOUTH 43° 58' 36" WEST 80.00 FEET TO THE NORTHERLY EDGE OF KAWANA SPRINGS ROAD; THENCE ALONG SAID NORTHERLY EDGE ON A CURVE TO THE RIGHT, FROM A TANGENT WHICH BEARS SOUTH 46° 01' 24" EAST, WITH A RADIUS OF 620.00 FEET, THROUGH A CENTRAL ANGLE OF 12° 28' 32", FOR A LENGTH OF 135.00 FEET TO THE POINT OF BEGINNING.

**PARCEL FOUR:**

BEING AN EASEMENT 40.00 FEET IN WIDTH FOR ROAD AND UTILITY PURPOSES OVER AND UNDER THE LANDS OF RICHARD A. VAN GIESON AND ELIZABETH M. VAN GIESON AS DESCRIBED BY THAT GRANT DEED RECORDED IN BOOK 2339, OFFICIAL RECORDS, AT PAGE 707, SONOMA COUNTY RECORDS AND THE LANDS OF MICHAEL R. DOYLE AND BARBARA J. DOYLE AS DESCRIBED BY THAT GRANT DEED RECORDED IN BOOK 2985, OFFICIAL RECORDS, AT PAGE 936, SONOMA COUNTY RECORDS, THE CENTERLINE OF SAID EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

BEING THE SAME CENTERLINE AS SHOWN AND DELINEATED ON SHEET 2 OF THAT RECORD OF SURVEY FILED IN BOOK 60 OF MAPS AT PAGE 15, SONOMA COUNTY RECORDS, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON PIPE TAGGED LS 4206 MARKING THE 1/4 CORNER BETWEEN SECTIONS 25 AND 30 IN TOWNSHIP 7 NORTH, RANGE 7 AND 8 WEST, M.D.M. AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 442 OF MAPS AT PAGE 45, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF THE LANDS OF NUNES AS SHOWN AND DELINEATED ON LAST SAID RECORD OF SURVEY SOUTH 88° 57' 57" EAST, 980.75 FEET MORE OR LESS TO THAT CERTAIN CORNER COMMON TO SAID LANDS OF VAN GIESON AND SAID LANDS OF DOYLE DESCRIBED ABOVE AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE LEAVING SAID NORTH LINE AND ALONG THAT LINE COMMON TO SAID LANDS OF VAN GIESON AND SAID LANDS OF DOYLE, NORTH 6° 30' 53" EAST TO THE RADIUS POINT OF THAT CURVE HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 209.44 FEET AS DESCRIBED IN PARCEL 4 OF THAT DEED TO THE COUNTY OF SONOMA RECORDED IN BOOK 821 OF OFFICIAL RECORDS AT PAGE 248, SONOMA COUNTY RECORDS, SAID CENTER POINT BEING THE TERMINUS OF THE HEREIN DESCRIBED LINE.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO CONFORM TO THE NORTH LINE OF THE ABOVE DESCRIBED LANDS OF NUNES AND THE SOUTHERLY LINE OF THE LANDS OF THE COUNTY OF SONOMA DESCRIBED ABOVE.

**TRACT FOUR:**

PARCEL FOUR, AS SHOWN ON PARCEL MAP NO. 7465, FILED DECEMBER 29, 1981, IN BOOK 331 OF MAPS AT PAGES 11 AND 12, SONOMA COUNTY RECORDS.

APN: 044-200-035

**TRACT FIVE:**

BEING A PARCEL OF LAND LYING WITHIN THE RANCHO LLANO DE SANTA ROSA AND RANCHO COTATI ADN BEING A PORTION OF THE LANDS OF HENRY AND DORIS MATTERI AS SAID LANDS ARE DESCRIBED BY THAT CERTAIN DEED RECORDED IN BOOK 2302 OF OFFICIAL RECORDS AT PAGE 551 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SONOMA, STATE OF CALIFORNIA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF PETALUMA HILL ROAD WHICH BEARS NORTH 75° 43' 47" EAST 61.35 FEET FROM A CENTERLINE MONUMENT AT STATION 271+ 31.41 E.C. AS SHOWN ON COUNTY OF SONOMA PUBLIC WORKS PLANS OF PETALUMA HILL ROAD DATED 1967, SAID POINT OF BEGINNING BEING ON THE SOUTHERLY LINE OF THE AFORESAID LANDS OF MATTERI; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SOUTHERLY LINE OF MATTERI SOUTH 89° 51' 06" EAST 2.602.99 FEET TO A FOUND 1" DIAMETER IRON PIN; THENCE LEAVING SAID LINE AND ALONG THE EASTERLY LINE OF SAID LANDS OF MATTERI; NORTH 37° 47' 38" WEST 2,599.88 FEET TO A 3" X 5" REDWOOD POST, BEING ANGLE POINT C-7, CORNER COMMON TO RANCHO COTATI AND RANCHO LLANO DE SANTA ROSA; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 36° 23' 34" EAST 174.90 FEET, TO THE NORTHEASTERLY CORNER OF SAID LANDS OF MATTERI; THENCE ALONG THE NORTHERLY LINE OF MATTERI NORTH 99° 55' 16" WEST 2,061.73 FEET TO A POINT ON THE EASTERLY LINE OF PETALUMA HILL ROAD AS SHOWN ON THE COUNTY OF SONOMA ROAD PLANS FOR PETALUMA HILL ROAD DATED NOVEMBER 1975, THENCE ALONG THE EASTERLY LINE OF SAID PETALUMA HILL ROAD SOUTH 33° 14' 05" EAST 176.87 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2,040 FEET THROUGH A CENTRAL ANGLE OF 9° 32' 20" FOR A DISTANCE OF 339.63 FEET; THENCE SOUTH 23° 41' 45" EAST 33.58 FEET; THENCE NORTH 63° 27' 00" EAST 24.20 FEET; THENCE SOUTH 26° 33' 00" EAST 250.00 FEET; THENCE SOUTH 32° 15' 38" EAST 150.75 FEET; THENCE SOUTH 20° 50' 22" EAST 150.75 FEET; THENCE SOUTH 26° 33' 00" EAST 900.00 FEET; THENCE SOUTH 29° 24' 45" EAST 300.37 FEET; THENCE SOUTH 23° 05' 35" EAST 165.91 FEET AND SOUTH 5° 23' 44" EAST 13.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN ABOVE DESCRIBED.

BASIS OF BEARING: SOUTH 26° 33' 00" EAST BETWEEN MONUMENTS AT STATION 290 + 00.17 AND STATION 271 + 34.41 AS SHOWN ON COUNTY OF SONOMA PUBLIC WORKS PLANS OF PETALUMA HILL ROAD DATED 1967.

APN: 044-190-027

RECORDING REQUESTED BY AND RETURN TO:

**ATTACHMENT 10**

Clerk of the Board of Directors  
Sonoma County Agricultural  
Preservation and Open Space District  
575 Administration Drive, Room 102A  
Santa Rosa, CA 95403

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Free recording per Government Code Section 6103

**IRREVOCABLE OFFER OF DEDICATION**  
(Public Resources Code §5565.5)

FOR VALUABLE CONSIDERATION, the County of Sonoma (“County”) hereby grants and makes to the Sonoma County Agricultural Preservation and Open Space District ("District") an irrevocable offer of dedication of the fee interest in the real property (“the Property”) that is located on Taylor Mountain southwest of the city of Santa Rosa and is more particularly described in Exhibit “A” attached hereto and incorporated herein as though fully set forth. This offer may be accepted by the District at any time that its Board of Directors determines, in its sole discretion, that there exists an uncured material breach of that certain Taylor Mountain Regional Park and Open Space Preserve Recreation Covenant entered into between the County and District on \_\_\_\_\_ and recorded in the Office of the Sonoma County Recorder as Document\_\_\_\_\_. Upon acceptance of this irrevocable offer of dedication, District shall maintain the Property for park and open space purposes.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Covenant this day of \_\_\_\_\_, 2013.

OWNER:

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE  
DISTRICT

By: \_\_\_\_\_  
President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

**NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL  
SIGNATORIES.**

**Escrow No.:** 12-490509685-LQH  
**Locate No.:** CAFNT0949-0949-0005-0490509685  
**Title No.:** 12-490509685-CD

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

### TRACT ONE:

#### PARCEL ONE:

ALL THAT PART OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND THE SOUTH ONE-HALF THE SOUTHEAST ONE-QUARTER SECTION 25, AND THE NORTHEAST ONE-QUARTER OF SECTION 36, IN TOWNSHIP 7 NORTH, RANGE 8 WEST, MDB & M ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE FOUND AT THE ONE-QUARTER SECTION CORNER TO SAID SECTIONS 25 AND 36; THENCE SOUTH 89° 30' WEST, 358.92 FEET TO THE SOUTHERLY LINE OF THE KAWANA SPRINGS ROAD, SAID POINT BEARS NORTH 89° 30' EAST, 142.82 FEET FROM STATION 21+59.41 P.C. ON THE CENTERLINE OF SAID ROAD; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD, ON A CURVE TO THE LEFT FROM A TANGENT THAT BEARS NORTH 73° 33' 30" EAST, WITH A RADIUS OF 520 FEET THROUGH AN ANGLE OF 22° 19' 30" FOR A DISTANCE OF 202.62 FEET TO A 3/4" IRON ROD OPPOSITE STATION 24+93.35 P.T.; THENCE NORTH 51° 14' EAST, 251.93 FEET TO A 3/4" IRON ROD OPPOSITE STATION 27+45.28 P.C.; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 230 FEET, A DISTANCE OF 166.59 FEET TO A 3/4" IRON ROD OPPOSITE STATION 29+26.36 P.T.; THENCE SOUTH 02° 44' WEST, 10.00 FEET TO A 3/4" IRON ROD; THENCE SOUTH 87° 16' EAST, 70.19 FEET TO A 3/4" IRON ROD OPPOSITE STATION 29+96.55 P.C.; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 530 FEET, A DISTANCE OF 91.89 FEET TO A 3/4" IRON ROD OPPOSITE STATION 30+83.23 P.T.; THENCE NORTH 82° 48' EAST 144.30 FEET TO A 3/4" IRON ROD OPPOSITE STATION 32+27.53 P.C.; THENCE NORTH 07° 12' WEST 5.00 FEET TO A 3/4" IRON ROD; THENCE ON A CURVE TO THE RIGHT FROM A TANGENT THAT BEARS NORTH 82° 48' EAST WITH A RADIUS OF 375 FEET, A DISTANCE OF 199.62 FEET TO A 3/4" IRON ROD OPPOSITE STATION 34+40.46 P.T.; THENCE SOUTH 66° 42' EAST, 123.53 FEET TO A 3/4" IRON ROD OPPOSITE STATION 35+63.99 P.C.; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 575 FEET, A DISTANCE OF 326.49 FEET TO A 3/4" IRON ROD OPPOSITE STATION 39+04.67 P.T. THE END OF SAID COUNTY ROAD LAYOUT, AND REFERRED TO AS POINT "A"; THENCE SOUTH 34° 10' EAST, 34 FEET; THENCE NORTH 56° 26' 13" EAST, 45.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS OF TAYLOR MOUNTAIN INC. AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2004-073880, SONOMA COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 68° 53' 28" EAST, 140.36 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS OF TAYLOR MOUNTAIN INC. AND THE SOUTHWEST CORNER OF THE LANDS OF SONOMA ACADEMY AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2005-119263, SONOMA COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY LINE OF SONOMA ACADEMY, SOUTH 68° 53' 28" EAST, 203.32 FEET; THENCE CONTINUING ALONG SAID LINE, SOUTH 85° 28' 57" EAST, 168.82 TO THE SOUTHEASTERLY CORNER OF SAID LANDS OF SONOMA ACADEMY, AND BEING MARKED BY 1 1/4" IRON PIPE; THENCE ALONG THE EASTERLY LINE, NORTH 00° 36' 16" EAST, 119.54 FEET TO THE COMMON LINE OF SECTIONS 25 AND 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN; THENCE EASTERLY ALONG SAID SECTION LINE AND THE SOUTHERLY LINE OF SAID SONOMA ACADEMY, SOUTH 89° 56' 10" EAST, 1053.87 FEET TO A 2" IRON PIPE MARKING THE INTERSECTION OF SECTIONS 30 AND 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, AND SECTIONS 25 AND 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN AND THE SOUTHEASTERLY CORNER OF SAID LANDS OF SONOMA ACADEMY; THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, SOUTH 00° 31' 26" WEST, 1318.10 FEET TO THE NORTH 1/16 CORNER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; THENCE WESTERLY ALONG SAID 1/16 LINE, SOUTH 89° 54' 29" WEST, 2634.48 FEET TO THE CENTER NORTH 1/16 CORNER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; THENCE NORTHERLY ALONG NORTH/SOUTH CENTER LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, NORTH 00° 36' 33" EAST, 1325.29 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO SONOMA COUNTY WATER AGENCY BY DEED RECORDED UNDER DOCUMENT NUMBER 1988-041827, SONOMA COUNTY RECORDS.



EXCEPTING ALSO THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO SONOMA COUNTY WATER AGENCY BY DEED RECORDED UNDER DOCUMENT NUMBER 1992-047469, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO SONOMA COUNTY AGRICULTURAL AND OPEN SPACE DISTRICT BY DEED RECORDED UNDER DOCUMENT NUMBER 2006-005408, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT CERTAIN PORTION THEREOF CONVEYED TO THE CITY OF SANTA ROSA BY DEED RECORDED UNDER DOCUMENT NUMBER 2010-038744, SONOMA COUNTY RECORDS.

TOGETHER WITH:

AN EASEMENT 45 FEET IN WIDTH FOR ROAD AND UTILITY PURPOSES OVER AND ACROSS THAT SECTION OF EXISTING ROAD EXTENDING FROM THE EASTERLY TERMINUS OF KAWANA SPRINGS COUNTY ROAD SOUTHERLY BETWEEN THE FOLLOWING COURSES DESCRIBING THE SOUTHERLY BOUNDARY OF PARCEL 4 IN THAT DEED FROM MADELEINE H. RUSSELL TO JOSEPH A. NUNES AND MARIA L. NUNES, HIS WIFE, DATED January 17, 1980, AND RECORDED UNDER SONOMA COUNTY RECORDER'S SERIAL NO. 80-006843 ON February 4, 1980; THENCE SOUTH 55° 50' WEST, 45 FEET; THENCE LEAVING KAWANA SPRINGS COUNTY ROAD, SOUTH 34° 10' EAST, 34 FEET; THENCE NORTH 55° 50' EAST, 45 FEET, AS RECORDED UNDER DOCUMENT NUMBER 1980-009297, SONOMA COUNTY RECORDS.

APN NOS: 044-180-028 and 044-180-029

PARCEL TWO:

ALL THAT REAL PROPERTY LYING WITHIN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B. & M., COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" IRON PIPE WITH BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B. & M., AND AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 557 OF MAPS, PAGES 34-35, SONOMA COUNTY RECORDS; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION, NORTH 89° 56' 10" WEST, 486.72 FEET TO A POINT ON SAID NORTHERLY LINE, ALSO BEING ON THE SOUTHERLY LINE OF THE LANDS OF SONOMA ACADEMY AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2005-119263, SONOMA COUNTY RECORDS, AND BEING MARKED BY A 1/2" IRON PIPE TAGGED PLS 5143, AND BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY AND SOUTHERLY LINE, NORTH 89° 56' 10" WEST, 567.15 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, MARKED BY A 1/2" IRON PIPE TAGGED PLS 5143; THENCE LEAVING SAID NORTHERLY LINE, ALONG SAID SOUTHERLY LINE, SOUTH 00° 36' 16" WEST, 119.54 FEET TO A 1 1/4" IRON PIPE AS SHOWN ON SAID MAP; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 00° 17' 32" WEST, 90.87 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE EASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A TANGENT BEARING OF SOUTH 69° 41' 24" EAST, RADIUS OF 720.00 FEET, LENGTH OF 99.91 FEET, CENTRAL ANGLE OF 07° 57' 01" TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE SOUTH 65° 19' 07" EAST, 181.36 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE SOUTH 88° 53' 51" EAST, 235.65 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143; THENCE NORTH 01° 50' 46" WEST, 68.10 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143, NEAR THE SOUTHERLY TOP OF BANK OF KAWANA SPRINGS CREEK; THENCE SOUTH 80° 15' 56" EAST, 63.58 FEET TO A 1/2" IRON PIPE TAGGED PLS 5143, NEAR THE SOUTHERLY TOP OF BANK OF KAWANA SPRINGS CREEK; THENCE NORTH 03° 33' 17" EAST, 274.30 FEET TO THE POINT OF BEGINNING.

APN: 044-180-026

PARCEL THREE:

ALL THAT REAL PROPERTY LYING WITHIN A PORTION OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 7 WEST; SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST; SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; AND SECTION 1, TOWNSHIP 6 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2-INCH IRON PIPE MARKING THE COMMON CORNER OF SECTIONS 30 AND 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, AND SECTIONS 25 AND 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO MERIDIAN; THENCE

EASTERLY ALONG THE SECTION LINE COMMON TO SECTIONS 30 AND 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN, SOUTH 88° 07' 29" EAST, 2,425.76 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS CONVEYED TO SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT BY DEED RECORDED December 21, 1998 IN DOCUMENT NUMBER 1998-0153149, SONOMA COUNTY RECORDS, AND AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 594 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, SAID POINT BEING MARKED BY A 1/2 INCH IRON PIPE AND TAG, RCE 25133; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, SOUTH 00° 10' 18" WEST, 1,385.64 FEET (RECORD OF SURVEY SHOWS SOUTH 01° 10' 25" WEST, 1,385.90 FEET) TO THE SOUTHWESTERLY CORNER OF SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT MARKED BY 1/2" IRON PIPE AND TAG LS 4208; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, NORTH 83° 34' 30" EAST, 403.73 FEET (RECORD OF SURVEY SHOWS NORTH 83° 30' 50" EAST, 403.94 FEET) TO THE SOUTHEASTERLY CORNER OF SAID LANDS OF SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE AND TO A POINT ON THE WESTERLY LINE OF THE LANDS OF HAMILTON, AS DESCRIBED BY DEED UNDER DOCUMENT NUMBER 1999-0056359, SONOMA COUNTY RECORDS, FROM WHICH A 1/2" IRON PIPE AND TAG RCE 251.33 BEARS NORTH 83° 34' 30" EAST, 10.39 FEET; THENCE SOUTHEASTERLY ALONG SAID LINE OF HAMILTON, SOUTH 37° 16' 19" EAST, 752.40 FEET; THENCE SOUTH 38° 16' 19" EAST, 857.29 FEET; THENCE SOUTH 52° 45' 24" EAST, 198.80 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN; THENCE CONTINUING SOUTH 54° 45' 24" EAST, 819.55 FEET; THENCE SOUTH 77° 31' 19" EAST, 136.12 FEET; THENCE SOUTH 88° 31' 19" EAST, 70.07 FEET; THENCE SOUTH 85° 16' 19" EAST, 105.60 FEET; THENCE SOUTH 84° 16' 19" EAST, 75.90 FEET; THENCE NORTH 73° 43' 41" EAST, 75.90 FEET; THENCE NORTH 60° 58' 41" EAST, 128.70 FEET; THENCE NORTH 75° 13' 41" EAST, 59.40 FEET; THENCE NORTH 85° 13' 41" EAST, 59.40 FEET TO A POINT ON THE WESTERLY LINE OF THE BOUNDARY LINE AGREEMENT RECORDED UNDER DOCUMENT NUMBER 1997-0042966, SONOMA COUNTY RECORDS AND AS SHOWN UPON THE RECORD OF SURVEY RECORDED IN BOOK 579 OF MAPS, AT PAGES 18 THROUGH 24, SONOMA COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE LANDS OF HAMILTON; THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING 46 COURSES: SOUTH 25° 15' 09" WEST, 44.53 FEET; SOUTH 03° 20' 33" EAST, 141.32 FEET TO A POINT FROM WHICH A T-BAR WITH STAINLESS STEEL TAG STAMPED PLS 3216 BEARS NORTH 51° 22' 27" EAST, 86.28 FEET; SOUTH 66° 13' 18" WEST, 84.89 FEET; SOUTH 07° 49' 03" WEST, 128.13 FEET; SOUTH 43° 19' 06" WEST, 194.51 FEET; SOUTH 70° 05' 45" WEST, 72.98 FEET; NORTH 87° 16' 22" WEST, 177.13 FEET TO A POINT FROM WHICH A T-BAR WITH STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 80° 56' 21" EAST, 64.04 FEET; SOUTH 20° 08' 58" WEST, 44.99 FEET; NORTH 73° 18' 14" WEST, 32.75 FEET TO A POINT FROM WHICH A T-BAR WITH A STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 26° 01' 46" WEST, 67.61 FEET; SOUTH 49° 39' 31" WEST, 201.27 FEET; SOUTH 21° 17' 39" EAST, 34.25 FEET; SOUTH 33° 13' 32" WEST, 44.20 FEET; SOUTH 26° 22' 15" EAST, 21.98 FEET; SOUTH 28° 30' 10" WEST, 82.71 FEET; NORTH 82° 30' 49" WEST, 50.23 FEET; SOUTH 25° 47' 02" WEST, 58.77 FEET; NORTH 83° 02' 25" WEST, 147.05 FEET; SOUTH 65° 54' 23" WEST, 22.69 FEET; NORTH 84° 20' 05" WEST, 64.34 FEET TO A POINT FROM WHICH A T-BAR WITH A STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 80° 46' 58" WEST, 18.27 FEET; NORTH 57° 08' 37" WEST, 141.02 FEET; NORTH 30° 54' 09" WEST, 15.16 FEET TO A POINT FROM WHICH A T-BAR WITH A STAINLESS STEEL TAG STAMPED PLS 3216 BEARS SOUTH 52° 54' 53" WEST, 32.50 FEET; NORTH 62° 58' 40" WEST, 35.58 FEET; NORTH 69° 56' 54" WEST, 77.87 FEET; NORTH 64° 11' 43" WEST, 180.66 FEET; NORTH 76° 42' 36" WEST, 106.54 FEET; SOUTH 77° 28' 18" WEST, 73.75 FEET; NORTH 80° 00' 53" WEST, 71.27 FEET; NORTH 82° 54' 29" WEST, 155.86 FEET, TO A POINT FROM WHICH A 1/2" IRON PIPE, TAGGED PLS 3216 BEARS SOUTH 20° 02' 24" WEST, 13.39 FEET; NORTH 55° 47' 20" WEST, 210.44 FEET; NORTH 44° 19' 14" WEST, 189.36 FEET; NORTH 48° 35' 25" WEST, 100.46 FEET; NORTH 46° 11' 00" WEST, 58.73 FEET; NORTH 53° 01' 21" WEST, 139.36 FEET; SOUTH 58° 57' 09" WEST, 128.57 FEET; SOUTH 56° 30' 00" WEST, 614.51 FEET; SOUTH 57° 40' 00" WEST, 639.30 FEET; SOUTH 38° 50' 01" WEST, 423.51 FEET; SOUTH 39° 47' 01" WEST, 107.75 FEET; SOUTH 51° 46' 39" WEST, 70.73 FEET; SOUTH 03° 39' 22" EAST, 42.24 FEET; SOUTH 11° 13' 03" EAST, 372.39 FEET; SOUTH 08° 32' 59" EAST, 74.11 FEET; SOUTH 01° 36' 26" EAST, 121.64 FEET; SOUTH 11° 21' 56" EAST, 201.83 FEET TO A FOUND 1/2" IRON PIPE, TAGGED PLS 3216 AT AN EXISTING FENCE CORNER POST, TAKEN TO BE THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN; ALONG THE EXISTING FENCE LINE NORTH 89° 42' 03" EAST, 1,323.38 FEET TO A FOUND 1/2" IRON PIPE, TAGGED PLS 3216 AT AN EXISTING FENCE CORNER, TAKEN TO BE THE NORTHERLY QUARTER CORNER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN; THENCE ALONG AN EXISTING FENCE, SOUTH 00° 48' 08" WEST, 1,927.66 FEET TO A 1/2" IRON PIPE TAKEN TO BE THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN AND THE POINT OF TERMINATION OF SAID BOUNDARY LINE AGREEMENT; THENCE ALONG THE NORTH/SOUTH CENTER SECTION LINE OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 7 WEST, MOUNT DIABLO MERIDIAN, SOUTH 00° 48' 08" WEST, 1913.69 TO THE NORTH LINE OF LOT 2 OF SAID SECTION 6; THENCE ALONG SAID NORTH LINE AND ALONG AN ANCIENT FENCE LINE, NORTH 89°36'18" WEST 495.23 FEET TO THE NORTHEASTERLY LINE OF THE RANCHO

COTATE, ALSO BEING ON THE NORTHEASTERLY LINE OF LOT 4, AS SHOWN ON PARCEL MAP NO. 6174, RECORDED IN BOOK 286 OF MAPS, AT PAGES 3 THROUGH 4, SONOMA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG SAID LINE OF RANCHO COTATE AND SAID LOT 4, NORTH 38° 64' 54" WEST, 32.47 FEET TO FOUND REMAINS OF A 20" DEAD WHITE OAK MARKED WITH THREE NOTCHES ON SOUTH SIDE, KNOWN AS "COOKS PEAK"; SAID WHITE OAK BEING REPLACED BY A SET 9/16 INCH STAINLESS STEEL ROD WITH A 3 INCH BRASS CAP, STAMPED PLS 5143, SHOWN ON RECORD OF SURVEY FILED FOR RECORD IN BOOK 732 OF MAPS, PAGE 11, OFFICIAL RECORDS OF SONOMA COUNTY, THENCE CONTINUING ALONG SAID LINE OF RANCHO COTATE AND LOT 4, NORTH 38° 13' 23" WEST, 785.48 FEET TO THE COMMON EASTERLY CORNER OF LOTS 3 AND 4 AS SHOWN ON SAID PARCEL MAP NO. 6174; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID RANCHO COTATE AND LOT 3, NORTH 38° 13' 41" WEST, 453.43 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 3; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID RANCHO COTATE, NORTH 38° 13' 41" WEST, 5,232.71 FEET TO FOUND 2" IRON PIPE, TAGGED LS 3890, ACCEPTED AS ANGLE POINT "C-7", COMMON CORNER TO RANCHO COTATE AND RANCHO LLANO DE SANTA ROSA, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 537 OF MAPS, PAGE 28, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF RANCHO LLANO DE SANTA ROSA, NORTH 36° 23' 41" WEST, 1,822.36 FEET TO A POINT ON NORTH LINE OF THE NORTH HALF OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE LANDS OF CUNNINGHAM DAIRY AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 1999-076763, SONOMA COUNTY RECORDS; THENCE EASTERLY ALONG SAID NORTH LINE AND ALONG SAID SOUTHERLY LINE NORTH 89° 45' 08" EAST, 136.37 FEET TO THE CENTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST AND THE SOUTHEASTERLY CORNER OF SAID LANDS OF CUNNINGHAM DAIRY; THENCE NORTHERLY ALONG THE NORTH/SOUTH SECTION LINE OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST AND ALONG THE EASTERLY LINE OF SAID LANDS OF CUNNINGHAM DAIRY, NORTH 00° 36' 33" EAST, 890.77 FEET TO THE COMMON EASTERLY CORNER OF SAID LANDS OF CUNNINGHAM DAIRY AND THE LANDS OF CARINALLI AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 2004-142591, SONOMA COUNTY RECORDS; THENCE CONTINUING ALONG SAID NORTH/SOUTH SECTION LINE AND ALONG THE EASTERLY LINE OF SAID LANDS OF CARINALLI, NORTH 00° 36' 33" EAST, 434.52 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 8 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER, NORTH 89° 54' 29" EAST, 2,634.48 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE ALONG THE EAST LINE OF SAID SECTION 36, NORTH 00° 31' 26" EAST, 1,318.10 FEET TO THE POINT OF BEGINNING.

**PARCEL FOUR:**

AN EASEMENT 45 FEET IN WIDTH FOR ROAD AND UTILITY PURPOSES OVER AND ACROSS THAT SECTION OF EXISTING ROAD EXTENDING FROM THE EASTERLY TERMINUS OF KAWANA SPRINGS COUNTY ROAD SOUTHERLY BETWEEN THE FOLLOWING COURSES DESCRIBING THE SOUTHERLY BOUNDARY OF PARCEL 4 IN THAT DEED FROM MADELEINE H. RUSSELL TO JOSEPH A. NUNES AND MARIA L NUNES, HIS WIFE, DATED January 17, 1980, AND RECORDED UNDER SONOMA COUNTY RECORDER'S SERIAL NO. 80-006843 ON February 4, 1980; THENCE SOUTH 55° 50' WEST, 45 FEET; THENCE LEAVING KAWANA SPRINGS COUNTY ROAD, SOUTH 34° 10' EAST, 34 FEET; THENCE NORTH 55° 50' EAST, 45 FEET. AS RECORDED UNDER DOCUMENT NUMBER 1980-009297, SONOMA COUNTY RECORDS.

APN NOS: 044-180-025, 049-170-040, 044-061-033 & 044-061-036

**TRACT TWO:**

**PARCEL ONE:**

COMMENCING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF THAT RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS; THENCE NORTH 89° 20' WEST 645.03 FEET TO A 1/2 INCH IRON PIPE, THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 89° 20' WEST 180.66 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 26° 59' 10" EAST 1609.85 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 7° 47' 30" EAST, 136.81 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 9° 10' 50" EAST 153.81 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 34° 04' 10" EAST 124.29 FEET TO A 1/2 INCH IRON PIPE; THENCE CONTINUING SOUTH 34° 04' 10" EAST 121.68 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 64° 56' EAST 203.07 FEET TO A 1/2 INCH IRON PIPE; THENCE NORTH 0° 00' 50" WEST 213.52 FEET TO A 1/2 INCH IRON PIPE HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 26° 59' 10" WEST 2015.52 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

BEGINNING AT POINT "A" AS ABOVE REFERRED TO IN PARCEL ONE, THENCE SOUTH 0° 00' 50" EAST 2262.85 FEET TO A 1/2 INCH IRON PIPE; THENCE NORTH 83° 30' 50" EAST 403.38 FEET TO A POINT FROM WHICH POINT A 1/2 INCH IRON PIPE BEARS NORTH 83° 30' 50" EAST 10.39 FEET; THENCE NORTH 0° 00' 50" WEST 2262.85 FEET TO A 1/2 INCH IRON PIPE; THENCE SOUTH 83° 30' 50" WEST 403.38 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

A RIGHT OF WAY FOR GENERAL ROAD AND UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT POINT "B" AS REFERRED TO IN PARCEL ONE; THENCE NORTH 89° 20' WEST 339.34 FEET; THENCE SOUTH 0° 40' WEST 40.00 FEET; THENCE SOUTH 89° 20' EAST, 330.05 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET THROUGH AN ANGLE OF 62° 20' 50" A DISTANCE OF 54.41 FEET; THENCE NORTH 26° 59' 10" WEST 75.41 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEING A TRACT OF LAND IN SECTION 30, TOWNSHIP 7 NORTH, RANGE 7 WEST, M.D.B. & M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND RECORDED IN BOOK 562 OF OFFICIAL RECORDS AT PAGE 115, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF COMMENCEMENT AND ALONG THE EASTERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115, NORTH 0° 29' 10" WEST ALONG THE SAID EASTERN LINE 592.56 FEET TO ITS INTERSECTION WITH A NEW FENCE AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID EASTERLY BOUNDARY AND ALONG SAID NEW FENCE THE FOLLOWING COURSES AND DISTANCES: NORTH 54° 46' 10" WEST 28.17 FEET; NORTH 67° 26' 40" WEST 108.51 FEET; NORTH 76° 17' WEST 106.39 FEET; NORTH 53° 05' 30" WEST 159.43 FEET; NORTH 55° 10' 40" WEST 73.76 FEET; NORTH 55° 59' 50" WEST 62.42 FEET; NORTH 34° 03' 40" WEST 89.31 FEET; NORTH 58° 25' 20" WEST 26.93 FEET; NORTH 85° 53' 10" WEST 30.26 FEET; NORTH 65° 53' 10" WEST 47.24 FEET; NORTH 53° 53' 20" WEST 39.94 FEET; NORTH 47° 35' 20" WEST 90.15 FEET; NORTH 22° 56' 40" WEST 40.15 FEET; NORTH 20° 04' 40" WEST 85.61 FEET; NORTH 16° 05' WEST 61.18 FEET; NORTH 22° 02' 10" WEST, 40.89 FEET; NORTH 30° 44' 40" WEST, 29.52 FEET; NORTH 35° 50' WEST 99.64 FEET; NORTH 18° 30' 20" WEST 59.64 FEET; NORTH 29° 24' 10" WEST 70.86 FEET; NORTH 24° 47' 20" WEST 71.88 FEET; NORTH 20° 59' WEST 30.02 FEET; NORTH 13° 49' 20" WEST, 30.39 FEET; NORTH 0° 21' 40" WEST 142.87 FEET, TO A POINT ON THE NORTHERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115 AND THE SOUTHERLY BOUNDARY OF THAT RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, AT PAGE 16, SONOMA COUNTY RECORDS; SAID POINT BEARS NORTH 89° 20' WEST, 299.56 FEET FROM THE SOUTHEAST CORNER OF SAID RECORD OF SURVEY; THENCE ALONG THE COMMON BOUNDARY BETWEEN OFFICIAL RECORDS, BOOK 562-PAGE 115 AND SAID RECORD OF SURVEY NORTH 89° 20' WEST, 345.47 FEET TO THE MOST WESTERLY CORNER OF OFFICIAL RECORDS, BOOK 562-PAGE 115; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115; SOUTH 26° 59' 10" EAST, 2015.52 FEET TO THE MOST SOUTHERLY CORNER OF OFFICIAL RECORDS, BOOK 562-PAGE 115; THENCE ALONG THE SOUTHERLY BOUNDARY OF OFFICIAL RECORDS, BOOK 562-PAGE 115, NORTH 83° 30' 50" EAST, 403.38 FEET (THE DISTANCE GIVEN FOR THIS COURSE IN PREVIOUS DEEDS IS 435.60 FEET) TO THE SOUTHEAST CORNER OF OFFICIAL RECORDS, BOOK 562-PAGE 115; THENCE NORTH 0° 29' 10" WEST ALONG SAID EASTERN LINE OF AHL PARCEL 592.56 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS THAT RECORD OF SURVEY AS RECORDED IN BOOK 60 OF MAPS, AT PAGE 16, SONOMA COUNTY RECORDS.

PARCEL FIVE:

A RIGHT OF WAY FOR GENERAL ROAD PURPOSES, OVER THE FOLLOWING DESCRIBED PARCEL:

BEING A PARCEL OF LAND IN THE RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL, AS SHOWN ON SHEET 2 OF SAID RECORD OF SURVEY; THENCE ALONG THE SOUTH LINE AND CONTINUATION THEREOF, NORTH 89° 20' WEST, 645.03 FEET TO THE

TRUE POINT OF BEGINNING OF THE RIGHT OF WAY TO BE HEREIN DESCRIBED; THENCE NORTH 12° 59' 10" WEST, 142.22 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 160.0 FEET, THROUGH AN ANGLE OF 58° 27' 10", A DISTANCE OF 163.21 FEET; THENCE NORTH 9° 48' 30" EAST, 80 FEET; THENCE ON A CURVE TO THE LEFT, WITH A RADIUS OF 35.0 FEET, A DISTANCE OF 35.57 FEET TO THE SOUTHERLY LINE OF HOLLAND DRIVE; THENCE ALONG SAID LAND ON A CURVE TO THE LEFT, WITH A RADIUS OF 325.12 FEET, FROM A TANGENT THAT BEARS SOUTH 71° 43' 23" EAST, A DISTANCE OF 41.51 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 9° 48' 30" WEST, 181.68 FEET; THENCE SOUTH 15° 48' EAST, 67.82 FEET; THENCE SOUTH 79° 39' WEST, 36.59 FEET TO AN IRON PIPE; THENCE SOUTH 5° 35' EAST, 134.78 FEET TO AN IRON PIPE ON THE SOUTH LINE OF THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 20' WEST, 13.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL SIX:

A RIGHT OF WAY FOR GENERAL PURPOSES, OVER A STRIP OF LAND 20 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL SHOWN ON SHEET 2 OF THE RECORD OF SURVEY, RECORDED IN BOOK 60 OF MAPS, PAGES 15, 16, 17 AND 18, SONOMA COUNTY RECORDS; THENCE FROM THE SAID POINT OF COMMENCEMENT, NORTH 89° 20' WEST, 611.97 FEET TO POINT "A" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE, SAID POINT "A" BEING ON THE NORTHERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED TO JOHN AHL, BY DEED RECORDED IN BOOK 562 OF OFFICIAL RECORDS, PAGE 115, UNDER RECORDER'S SERIAL NO. B-50458, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT "A" AND ALONG THE CENTERLINE OF SAID RIGHT OF WAY, NORTH 27° 06' 40" WEST, 74.20 FEET; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 200 FEET, A DISTANCE OF 80.15 FEET; THENCE NORTH 4° 09' WEST, 22.17 FEET; THENCE CURVING RIGHT, WITH A RADIUS OF 150 FEET, A DISTANCE OF 89.58 FEET; THENCE NORTH 30° 04' EAST, 83.82 FEET; THENCE NORTH 9° 48' 30" EAST, 62.79 FEET TO POINT "B" AND THE TERMINUS OF SAID RIGHT OF WAY, SAID POINT "B" BEING ON THE SOUTHERLY EDGE OF HOLLAND DRIVE.

PARCEL SEVEN:

BEING A PARCEL OF LAND IN THE RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL SHOWN ON SHEET 2 OF SAID RECORD OF SURVEY; THENCE NORTH 89° 20' WEST ALONG THE NORTH LINE OF THE LANDS OF JOHN AHL, RECORDED IN BOOK 562 OF OFFICIAL RECORDS, PAGE 115, RECORDER'S SERIAL NO. D-50458, SONOMA COUNTY RECORDS, A DISTANCE OF 201.98 FEET TO AN IRON PIPE; THENCE CONTINUING NORTH 89° 20' WEST, A DISTANCE OF 226.06 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 89° 20' WEST, 202.67 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO GEORGE H. BATH AND WIFE, BY DEED RECORDED SEPTEMBER 24, 1954 IN BOOK 1297 OF OFFICIAL RECORDS, PAGE 377, UNDER RECORDER'S SERIAL NO. E-30817, SONOMA COUNTY RECORDS; THENCE NORTH 5° 35' WEST, 134.78 FEET TO AN IRON PIPE; THENCE NORTH 79° 39' EAST, 36.59 FEET TO AN IRON PIPE; THENCE SOUTH 89° 20' EAST, 180.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO ROBERT A. GUETTERMAN AND WIFE, BY DEED RECORDED JANUARY 27, 1959 IN BOOK 1643 OF OFFICIAL RECORDS, PAGE 614, RECORDER'S SERIAL NO. F-64127, SONOMA COUNTY RECORDS; THENCE SOUTH 0° 29' EAST ALONG THE WEST LINE OF SAID GUETTERMAN, 140.99 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL EIGHT:

A RIGHT OF WAY FOR GENERAL ROAD PURPOSES, OVER THE FOLLOWING DESCRIBED PARCEL:

BEING A PARCEL OF LAND IN THE RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL, AS SHOWN ON SHEET 2 OF SAID RECORD OF SURVEY; THENCE ALONG THE SOUTH LINE AND CONTINUATION THEREOF NORTH 89° 20' WEST, 645.03 FEET TO THE TRUE POINT OF BEGINNING OF THE RIGHT OF WAY TO BE HEREIN DESCRIBED; THENCE NORTH 12° 59' 10" WEST, 142.22 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 160.0 FEET, THROUGH AN ANGLE OF 58° 27'

10", A DISTANCE OF 163.21 FEET; THENCE NORTH 9° 48' 30" EAST, 80 FEET; THENCE ON A CURVE TO THE LEFT, WITH A RADIUS OF 35.0 FEET, A DISTANCE OF 35.57 FEET TO THE SOUTHERLY LINE OF HOLLAND DRIVE; THENCE ALONG SAID LAND ON A CURVE TO THE LEFT, WITH A RADIUS OF 325.12 FEET, FROM A TANGENT THAT BEARS SOUTH 71° 43' 23" EAST, A DISTANCE OF 41.51 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 9° 48' 30" WEST, 181.68 FEET; THENCE SOUTH 15° 48' EAST, 67.82 FEET; THENCE SOUTH 79° 39' WEST, 36.59 FEET TO AN IRON PIPE; THENCE SOUTH 5° 35' EAST, 134.78 FEET TO AN IRON PIPE ON THE SOUTH LINE OF THE ABOVE MENTIONED RECORD OF SURVEY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 20' WEST, 13.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL NINE:

A RIGHT OF WAY FOR GENERAL PURPOSES, OVER A STRIP OF LAND 20 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE 2.36 ACRE PARCEL SHOWN ON SHEET 2 OF THE RECORD OF SURVEY, RECORDED IN BOOK 60 OF MAPS, PAGES 15, 16, 17 AND 18, SONOMA COUNTY RECORDS; THENCE FROM THE SAID POINT OF COMMENCEMENT, NORTH 89° 20' WEST, 611.97 FEET TO POINT "A" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE SAID POINT "A" BEING ON THE NORTHERLY BOUNDARY LINE OF THAT TRACT OF LAND CONVEYED TO JOHN AHL, BY DEED RECORDED IN BOOK 562 OF OFFICIAL RECORDS, PAGE 115, UNDER RECORDER'S SERIAL NO. B-50458, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT "A" AND ALONG THE CENTERLINE OF SAID RIGHT OF WAY, NORTH 27° 06' 40" WEST, 74.20 FEET; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 200 FEET, A DISTANCE OF 80.15 FEET; THENCE NORTH 4° 09' WEST, 22.17 FEET; THENCE CURVING RIGHT, WITH A RADIUS OF 150 FEET, A DISTANCE OF 89.58 FEET; THENCE NORTH 30° 04' EAST, 83.82 FEET; THENCE NORTH 9° 48' 30" EAST, 62.79 FEET TO POINT "B" AND THE TERMINUS OF SAID RIGHT OF WAY, SAID POINT "B" BEING ON THE SOUTHERLY EDGE OF HOLLAND DRIVE.

PARCEL TEN:

AN EASEMENT FOR THE PURPOSE OF INSTALLING AND MAINTAINING A SEWAGE LEACHING LINE ON THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THAT RECORD OF SURVEY RECORDED IN BOOK 60 OF MAPS, PAGE 16, OFFICIAL RECORDS, SONOMA COUNTY, CALIFORNIA, THE DISTANCE THEREON NORTH 89° 20' WEST, 495.03 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 20' EAST, 40 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 15° 48' EAST, 60 FEET; THENCE NORTH 89° 20' WEST, 40 FEET; THENCE NORTH 15° 48' WEST, 60 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL BEING PORTIONS OF TRACT TWO, PARCELS ONE AND TWO AS DESCRIBED ABOVE. SAID PARCEL ALSO IDENTIFIED AS PARCEL 2, MNS 98-0042 AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 19980153148 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON PIPE AND TAG L.S. 4206 REFERRED TO A POINT "A" IN THE ABOVE DESCRIBED TRACT ONE, PARCEL ONE AND TWO AND AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 442 OF MAPS, AT PAGES 45 AND 46, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID TRACT ONE, PARCEL TWO SOUTH 0° 10' 25" WEST (SOUTH 0° 00' 50" EAST, DEED), 213.52 FEET TO A 1/2" IRON PIPE AND TAG L.S. 4206; THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 0° 10' 25" WEST, 42.48 FEET TO A SET IRON PIPE; THENCE LEAVING SAID WESTERLY LINE NORTH 83° 42' 05" EAST, 256.00 FEET TO A SET IRON PIPE; THENCE NORTH 0° 10' 25" EAST, 266.00 FEET TO A SET IRON PIPE; THENCE SOUTH 83° 42' 05" WEST, 256.00 FEET, MORE OR LESS TO A POINT WHICH BEARS NORTH 0° 10' 25" EAST, 10.00 FEET FROM THE POINT OF BEGINNING HEREIN DESCRIBED; THENCE SOUTH 0° 10' 25" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

ALL SET IRON PIPES REFERRED TO ABOVE ARE 1/2" IRON PIPES TAGGED L.S. 3890 AND WILL BE SET OR THEIR POSITIONS REFERENCED BY SET IRON PIPE MONUMENTS TO COMPLETE A SURVEY REQUESTED BY THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT IN OCTOBER 1998 AND SAID SET IRON PIPES OR REFERENCE PIPES WILL BE SHOWN AND DELINEATED ON A RECORD OF SURVEY MAP TO BE FILED AFTER THE COMPLETION OF MNS 98-0042.

BASIS OF BEARINGS: THE ABOVE REFERENCED RECORD OF SURVEY.

TOGETHER WITH AN EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF THE GRANTEE HEREIN DESCRIBED AND BEING AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS HAVING A UNIFORM WIDTH OF 30 FEET WHOSE CENTERLINE IS COINCIDENT WITH THE CENTERLINE OF AN EXISTING DIRT ROAD. SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042 AT ITS INTERSECTION WITH THE CENTERLINE OF AN EXISTING GRAVEL LAND DIRT ROAD; THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID EXISTING CENTERLINE SOUTHEASTERLY AND SOUTHERLY 150 FEET, MORE OR LESS TO A POINT ON THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042 AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

SIDELINES OF THIS EASEMENT ARE TO LENGTHEN OR SHORTEN TO CONFORM TO THE BOUNDARY LINES OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042.

RESERVING THEREFROM AN EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF THE GRANTOR HEREIN DESCRIBED AND BEING AN EASEMENT 20 FEET IN WIDTH FOR PUBLIC AND PRIVATE UTILITIES, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE ABOVE DESCRIBED PARCEL 2, MNS 98-0042; THENCE ALONG THE EASTERLY LINE OF LAST SAID PARCEL SOUTH 0° 10' 25" WEST, 113.8 FEET, MORE OR LESS TO A POINT ON THE CENTERLINE OF AN EXISTING UTILITY LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE LEAVING SAID EASTERLY LINE AND ALONG THE CENTERLINE OF SAID EXISTING UTILITY LINE NORTH 45° 43' 22" EAST, 211.0 FEET, MORE OR LESS TO A POINT ON THE EASTERLY LINE OF THE ABOVE DESCRIBED TRACT TWO, PARCEL ONE AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

SIDELINES OF THIS EASEMENT ARE TO EXTEND OR SHORTEN TO CONFORM TO PROPERTY LINES.

### **TRACT THREE:**

PARCEL ONE:

BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 1320.0 FEET MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 52.9 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF SAID SECTION 25, FROM WHICH POINT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 BEARS EAST 52.9 FEET DISTANT ALONG THE SOUTH LINE OF SAID SECTION 25; THENCE EAST AND ALONG THE SOUTH LINE OF SAID SECTION 25, 52.9 FEET TO THE POINT OF BEGINNING.

APN: 044-180-010

PARCEL TWO:

ALL THAT PORTION OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 30 IN TOWNSHIP 7 NORTH OF RANGE 7 WEST, MOUNT DIABLO BASE AND MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION NO. 30, IN TOWNSHIP 7 NORTH OF RANGE 7 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE EAST 42 CHAINS AND 62 LINKS TO A STAKE; THENCE NORTH 13 CHAINS, 70 LINKS TO A STAKE, ONE CHAIN AND 18 LINKS FROM A LIVE OAK TREE BEARING NORTH 85 1/2° WEST, THENCE WEST 6 CHAINS AND 60 LINKS, BEARING NORTH 84° EAST; THENCE NORTH 26 1/2° WEST TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 7 WEST, TO A STAKE 20 CHAINS FROM

THE NORTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SAID SECTION 30, DISTANT 40 LINKS FROM BLACK OAK TREE, BEARING  $63\ 1/2^\circ$  EAST; THENCE 22 CHAINS AND 62 LINKS WEST TO A STAKE; THENCE SOUTH TO THE PLACE OF BEGINNING, AND BEING THE SAME PREMISES CONVEYED TO JOHN S. TAYLOR, BY ALEXANDER DUNWOODY, BY DEED DATED January 27, 1872, AND RECORDED IN LIBER 37 OF DEEDS, PAGE 444, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM, THAT PORTION THEREOF INCLUDED WITHIN THE BOUNDS OF THOSE CERTAIN PARCELS DESCRIBED IN THE DEED FROM ZANA M. TAYLOR WEAVER TO GEORGE H. BATH, ET UX, RECORDED MAY 14, 1956, IN BOOK 1437 OF OFFICIAL RECORDS, PAGE 351, UNDER SERIAL NO. E-81905, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE BOUNDS OF THAT CERTAIN PARCEL DESCRIBED IN THE DEED FROM JOHN AHL, ET UX, TO GEORGE H. BATH, ET UX, RECORDED September 24, 1954, IN BOOK 1297 OF OFFICIAL RECORDS, PAGE 374, UNDER SERIAL NO. E-30815, SONOMA COUNTY RECORDS.

APN: 044-060-027

PARCEL THREE:

AN EASEMENT OVER AND UNDER A PORTION OF THE LANDS OF JOSEPH A. NUNES AND MARIA L. NUNES, AS SAID LANDS ARE DESCRIBED BY DEED RECORDED UNDER DOCUMENT NUMBER 87-089221, OFFICIAL RECORDS OF SONOMA COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LANDS OF NUNES AND THE EASTERLY END OF KAWANA SPRINGS ROAD AND RUNNING THENCE ALONG SAID LANDS OF NUNES SOUTH  $56^\circ\ 27'\ 08''$  WEST 45.00 FEET; THENCE SOUTH  $33^\circ\ 32'\ 52''$  EAST 34.00 FEET; THENCE NORTH  $56^\circ\ 27'\ 08''$  EAST 45.00 FEET; THENCE SOUTH  $68^\circ\ 55'\ 32''$  EAST 343.92 FEET; THENCE SOUTH  $85^\circ\ 38'\ 12''$  EAST 168.57 FEET TO A 1 1/2" IRON PIPE TAGGED LS 4206; THENCE NORTH  $0^\circ\ 36'\ 41''$  EAST 119.69 FEET; THENCE SOUTH  $89^\circ\ 56'\ 44''$  EAST 1001.18 FEET TO A 1/2" IRON PIPE TAGGED LS 4206 MARKING THE SOUTHEAST CORNER OF SAID LANDS OF NUNES; THENCE ALONG THE EAST LINE OF SAID LANDS NORTH  $0^\circ\ 51'\ 50''$  EAST 60.01 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID LANDS NORTH  $89^\circ\ 56'\ 44''$  WEST 1061.45 FEET; THENCE SOUTH  $0^\circ\ 36'\ 41''$  WEST 115.05 FEET; THENCE NORTH  $85^\circ\ 38'\ 12''$  WEST 95.70 FEET; THENCE NORTH  $68^\circ\ 55'\ 32''$  WEST 283.53 FEET; THENCE ON A NONTANGENT CURVE TO THE LEFT FROM A TANGENT WHICH BEARS NORTH  $30^\circ\ 09'\ 52''$  WEST, WITH A RADIUS OF 700.00 FEET; THROUGH A CENTRAL ANGLE OF  $15^\circ\ 51'\ 33''$ , FOR A LENGTH OF 193.76 FEET; THENCE SOUTH  $43^\circ\ 58'\ 36''$  WEST 80.00 FEET TO THE NORTHERLY EDGE OF KAWANA SPRINGS ROAD; THENCE ALONG SAID NORTHERLY EDGE ON A CURVE TO THE RIGHT, FROM A TANGENT WHICH BEARS SOUTH  $46^\circ\ 01'\ 24''$  EAST, WITH A RADIUS OF 620.00 FEET, THROUGH A CENTRAL ANGLE OF  $12^\circ\ 28'\ 32''$ , FOR A LENGTH OF 135.00 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEING AN EASEMENT 40.00 FEET IN WIDTH FOR ROAD AND UTILITY PURPOSES OVER AND UNDER THE LANDS OF RICHARD A. VAN GIESON AND ELIZABETH M. VAN GIESON AS DESCRIBED BY THAT GRANT DEED RECORDED IN BOOK 2339, OFFICIAL RECORDS, AT PAGE 707, SONOMA COUNTY RECORDS AND THE LANDS OF MICHAEL R. DOYLE AND BARBARA J. DOYLE AS DESCRIBED BY THAT GRANT DEED RECORDED IN BOOK 2985, OFFICIAL RECORDS, AT PAGE 936, SONOMA COUNTY RECORDS, THE CENTERLINE OF SAID EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

BEING THE SAME CENTERLINE AS SHOWN AND DELINEATED ON SHEET 2 OF THAT RECORD OF SURVEY FILED IN BOOK 60 OF MAPS AT PAGE 15, SONOMA COUNTY RECORDS, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON PIPE TAGGED LS 4206 MARKING THE 1/4 CORNER BETWEEN SECTIONS 25 AND 30 IN TOWNSHIP 7 NORTH, RANGE 7 AND 8 WEST, M.D.M. AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 442 OF MAPS AT PAGE 45, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF THE LANDS OF NUNES AS SHOWN AND DELINEATED ON LAST SAID RECORD OF SURVEY SOUTH  $88^\circ\ 57'\ 57''$  EAST, 980.75 FEET MORE OR LESS TO THAT CERTAIN CORNER COMMON TO SAID LANDS OF VAN GIESON AND SAID LANDS OF DOYLE DESCRIBED ABOVE AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE LEAVING SAID NORTH LINE AND ALONG THAT LINE COMMON TO SAID LANDS OF VAN GIESON AND SAID LANDS OF DOYLE, NORTH  $6^\circ\ 30'\ 53''$  EAST TO THE RADIUS POINT OF THAT CURVE HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 209.44 FEET AS DESCRIBED IN PARCEL 4 OF THAT DEED TO THE COUNTY OF SONOMA RECORDED IN BOOK 821 OF OFFICIAL RECORDS AT PAGE 248, SONOMA COUNTY RECORDS, SAID CENTER POINT BEING THE TERMINUS



OF THE HEREIN DESCRIBED LINE.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO CONFORM TO THE NORTH LINE OF THE ABOVE DESCRIBED LANDS OF NUNES AND THE SOUTHERLY LINE OF THE LANDS OF THE COUNTY OF SONOMA DESCRIBED ABOVE.

**TRACT FOUR:**

PARCEL FOUR, AS SHOWN ON PARCEL MAP NO. 7465, FILED DECEMBER 29, 1981, IN BOOK 331 OF MAPS AT PAGES 11 AND 12, SONOMA COUNTY RECORDS.

APN: 044-200-035



**Notice of Determination  
Taylor Mountain Regional Park and Open Space Preserve Master Plan**

**TO:**  
County Clerk, Sonoma County  
2300 County Center Drive, Suite B177  
Santa Rosa, CA 95403

**FROM:**  
Sonoma County Agricultural Preservation  
and Open Space District  
747 Mendocino Avenue, Suite 100  
Santa Rosa, CA 95401

**CONTACT:**  
Bill Keene, General Manager  
Phone: (707) 565-7360

**Subject:** Filing of Notice of Determination in compliance with the Public Resources Code Section 21152

**State Clearinghouse Number:** 2012062048

**Project Title:** Taylor Mountain Regional Park and Open Space Preserve Transfer

**Lead Agency:** Sonoma County Agricultural Preservation and Open Space District

**Project Location:** Taylor Mountain is located approximately two miles southeast of downtown Santa Rosa, adjacent to the Kawana Springs neighborhood, off of Petaluma Hill Road. The District has acquired in-fee properties that encompass portions of Taylor Mountain, totaling approximately 1,100 acres.

**Project Description:** The project is 1) transfer of fee title of the property from the District to the County of Sonoma; 2) acquisition of a conservation easement over the property; and 3) acquisition of a recreation covenant that requires that the County of Sonoma provide public access to the property in perpetuity.

**Action:** This is to advise that the Sonoma County Agricultural Preservation and Open Space District, acting in its capacity as Lead Agency, approved the above-described project on February 5, 2013 and has made the following determinations regarding said project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for the Taylor Mountain Park and Open Space Master Plan pursuant to the provisions of the California Environmental Quality Act (CEQA) (State Clearinghouse No. 2012062048).
3. That Mitigated Negative Declaration was adopted by the District on October 9, 2012.
4. The project falls within the scope of that Mitigated Negative Declaration.
5. There have been no changes in the project, no changes in the circumstances of the project, and no new information that would necessitate further review under CEQA.
6. Moreover, to the extent, if any, that the project falls outside of the Mitigated Negative Declaration, it is exempt from CEQA pursuant to Title 14 of the California Code of Regulations section 15313 (a) and (c) (acquisition of lands for wildlife conservation purposes, and to preserve access to public lands in its natural conditions; alternatively section 15317 (easements and contracts in order to maintain the open space character of the area); and alternatively section 15325(a), (b), (c) and (f) (transfer of ownership of interests in land in order to preserve existing natural conditions, to allow continued agricultural use, to allow restoration of natural conditions, and to preserve open space or lands for park purposes).

This is to certify that the Mitigated Negative Declaration prepared for the Taylor Mountain Regional Park and Open Space Preserve Master Plan and record of project approval is available at: Sonoma County Agricultural Preservation and Open Space District, 747 Mendocino Avenue, Suite 100, Santa Rosa, CA 95401.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**NOTICE OF DETERMINATION**

**To:** County Clerk, Sonoma County  
2300 County Center Drive, B177  
Santa Rosa, California 95403

**From:** Sonoma County Regional Parks  
2300 County Center Drive, Suite 120A  
Santa Rosa, California 95403

The Sonoma County Regional Parks Department, is filing this Notice of Determination in compliance with §21108 of the Public Resources Code.

**TAYLOR MOUNTAIN REGIONAL PARK & OPEN SPACE PRESERVE PROJECT – PROPERTY ACQUISITION**

**Project Title**

2012062048	Mark Cleveland	(707) 565-3349
<b>State Clearinghouse Number</b>	<b>Contact Person</b>	<b>Area Code / Telephone Number</b>

3280 Petaluma Hill Road, southeast of the city of Santa Rosa, California, USA

**Project Location – include country**

Santa Rosa (unincorporated)	Sonoma
<b>Project Location – City</b>	<b>Project Location - County</b>

**Project Description:** The project is 1) transfer of fee title of the 1,000-acre property from the Sonoma County Agricultural Preservation and Open Space District (District) to the County of Sonoma; 2) conveyance of a conservation easement over the property to the District; and 3) conveyance of a recreation covenant that requires that the County of Sonoma provide public access to the property in perpetuity.

This is to advise that the County of Sonoma has approved the above-described project on February 5, 2013 and has made the following determinations regarding the above-described project.

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for the Taylor Mountain Park and Open Space Master Plan pursuant to the provisions of the California Environmental Quality Act (CEQA) (State Clearinghouse No. 2012062048).
3. That Mitigated Negative Declaration was adopted by the County on October 9, 2012.
4. The project falls within the scope of that Mitigated Negative Declaration.
5. There have been no changes in the project, no changes in the circumstances of the project, and no new information that would necessitate further review under CEQA.
6. Moreover, to the extent, if any, that the project falls outside of the Mitigated Negative Declaration, it is exempt from CEQA pursuant to Title 14 of the California Code of Regulations section 15313 (a) and (c) (acquisition of lands for wildlife conservation purposes, and to preserve access to public lands in its natural conditions; alternatively section 15317 (easements and contracts in order to maintain the open space character of the area); and alternatively section 15325(a), (b), (c) and (f) (transfer of ownership of interests in land in order to preserve existing natural conditions, to allow continued agricultural use, to allow restoration of natural conditions, and to preserve open space or lands for park purposes).

This is to certify that this document, and the final environmental document, with comments and responses and record of project approval, is available to the general public at the Sonoma County Regional Parks Department main office.

**Title:** Mark Cleveland, Senior Park Planner

**Date:** February 5, 2013



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 32**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Water Agency  
Sonoma Valley County Sanitation District

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** 2/3 - SVCSD

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

**Staff Name and Phone Number:**

Doug Messenger 547-1952

**Supervisory District(s):**

First

**Title:** North Bay Water Reuse Program, Sonoma Valley County Sanitation District, Napa Salt Marsh Restoration Pipeline – Contract Award

### **Recommended Actions:**

- a) Authorize the Chair of the Board to execute the contract with Preston Pipelines, Milpitas, California in the amount of \$4,450,000 for construction of the North Bay Water Reuse Program, Sonoma Valley County Sanitation District (District), Napa Salt Marsh Restoration Pipeline, and delegate authority to the General Manager of the Water Agency on behalf of the District, to execute Agreement and Release of Any and All Claims, if required.
- b) Pursuant to Government Code § 7522.56 and required findings, certify that appointment of Mr. Flugum as a Principal Engineer (Retiree Extra Help) is necessary to fill a critically needed position within 180 days of his retirement and approve his hiring date as early as February 5, 2013.

### **Executive Summary:**

The contract under consideration is for construction of approximately 18,200 lineal feet of 18-inch diameter recycled water transmission pipeline by means of direct bury, horizontal directional drilling, or bore and jack; pipe appurtenances; and incidental related work.

#### Background

On November 6, 2001, the Board of Directors of the Sonoma County Water Agency (Water Agency) authorized and directed the General Manager to pursue State and Federal funding for water reuse projects that would put recycled water to beneficial use within Sonoma, Marin, and Napa counties. In 2002, the Water Agency entered into a cooperative agreement with the United States Department of Interior Bureau of Reclamation (Reclamation) under the authority of Public Law 102-575, Title XVI, to prepare the North San Pablo Bay Restoration and Reuse Project Feasibility Study (Study) to assess regional water recycling opportunities for restoration and agricultural irrigation. The cooperative

agreement with Reclamation provided a 50/50 cost share toward the Study.

The Study explored new water management alternatives in the North Bay area. The Study identified and evaluated opportunities for reuse of recycled water for irrigation and restoration. The Study assessed providing recycled water to agricultural and urban users (schools, parks, cemeteries, landscape areas) to offset potable water use, groundwater pumping (in areas of overdraft), and to reduce stream diversions. In addition, the Study evaluated pipelines to transmit recycled water from the Sonoma Valley County Sanitation District (District) treatment plant to the Napa-Sonoma Salt Marsh Restoration Project area, where the recycled water would be used to dilute the bittern, a by-product of former salt production in evaporation ponds. Bittern can be removed by re-dissolving and discharging the resulting brine, but the discharge is toxic unless further diluted before discharge to San Pablo Bay. The Study also evaluated the feasibility of delivering recycled water to agricultural users along the recycled water pipeline route during and after the dilution of the evaporation ponds.

In 2004, the Water Agency approached the operators of wastewater treatment facilities in Sonoma, Marin, and Napa counties to gauge their willingness to participate in the Study. In 2005 the Water Agency, Sonoma Valley County Sanitation District (District), Napa Sanitation District, Novato Sanitary District, and Las Gallinas Valley Sanitary District signed a Memorandum of Understanding. Under the Memorandum of Understanding, the five agencies are collectively known as the North Bay Water Reuse Authority (Authority).

The District's Napa-Sonoma Salt Marsh Pipeline (Project), is an element of the North San Pablo Bay Restoration and Reuse Project and will provide recycled water to restore the salt marsh and serve agricultural irrigation uses. Grant funding for 25 percent of eligible costs has been awarded from Reclamation Title XVI (WaterSMART Program) to the North Bay Water Reuse Program. \$1,103,750 of the Project's construction cost will be eligible for reimbursement under this grant, while the remaining construction costs (\$3,311,250) will be an expenditure of District funds to match the grant as required by WaterSMART Program. Since these remaining construction costs are ineligible for reimbursement by the WaterSMART Program, they will be paid for from the District's 2012 Revenue Bond proceeds, which will be available prior to contract award. The bond issue was approved by the District's Board of Directors on November 13, 2012.

The Project consists of construction of a recycled water transmission pipeline in an unincorporated area of Sonoma and Napa Counties. The pipeline will connect to the end of the District's existing pipeline on Ramal Road and extend east to Buchli Station Road in Napa County, and then south to the Salt Marsh Restoration Project mixing chamber. Construction includes the installation of approximately 18,200 lineal feet of 18-inch diameter recycled water pipeline. Installation is mostly by direct burial, with the exception of two creek crossings by horizontal directional drilling and one bore and jack crossing under a railway. Bidding Documents contain the full description of the work.

The Project was advertised for bids from November 11, 2012 to December 13, 2012, and seven bids were received on December 13, 2012, as listed below:

Mountain Cascade, Inc., Livermore, CA	\$4,353,637
Sierra Mountain Construction, Inc., San Francisco, CA	\$4,375,813

Preston Pipelines, Inc., Milpitas, CA.	\$4,450,000
Platinum Pipeline, Dublin, CA	\$4,482,446
JMB Construction, Inc., South San Francisco, CA	\$4,612,811
Ghilotti Construction Company, Inc., Santa Rosa, CA	\$5,881,437
Argonaut Constructors, Santa Rosa, CA	\$6,393,033
Engineer's Estimate	\$6,023,106

The District and all of the property owners have reached agreement for easements for the entire alignment. With the exception of the Buchli Station Vineyards parcel and the Rombauer Vineyards parcel, all of the easements and agreements have been executed. The District expects easements and agreements for these two remaining parcels to be executed prior to the scheduled commencement of construction. In addition, two other issues could delay pipeline work in Segment 2; a prohibition of work near active bird nests, and the timing of the U.S. Army Corps of Engineers' Napa River Salt Marsh Restoration Project (Corps Project).

Construction in Segment 2 during the nesting season cannot begin until pre-construction nesting surveys are complete within the work area, as required by mitigation and regulatory permit requirements. Bird use and nesting in the area varies from year to year depending on weather and other factors, and will not be known until the project is ready to begin. Segment 2 work could also be interrupted based on the findings of bird surveys while construction is underway. If nesting birds are found, work within prescribed exclusion zones around the nesting sites is prohibited until birds have left the nests, which can be as late as mid-September.

The Corps Project involves improvements to the bittern pond levees and the mixing chamber at the end of the Segment 2 pipeline, and is currently scheduled to be under construction in 2013. Access to the work under the Corps Project would likely be blocked if the Segment 2 pipeline work is underway at the same time. While the Corps Project has not yet begun, the current schedule has work commencing in late August or early September of 2013.

These scheduling constraints are acknowledged in the Contract Documents, and the District is coordinating with the U.S. Army Corps Of Engineers to avoid conflicts if possible. If bird-nesting surveys find no active nesting and allow an early summer start, Segment 2 may be completed in time to avoid any conflict with the Corps Project. However, if active bird nests are found, the resulting delay could put the schedule for the Segment 2 pipeline work in conflict with the Corps Project construction. If this ultimately delays the Segment 2 work to avoid the access conflict with the Corps Project, it may result in delay claims from the contractor.

Construction on the Project is scheduled to begin approximately March 25, 2013, with an estimated completion date of December 23, 2013.

The District determined that the bids from the two apparent low bidders, Mountain Cascade, Inc., and Sierra Mountain Construction, Inc., were non-responsive because both bidders failed to provide satisfactory evidence of compliance with Disadvantaged Business Enterprise regulations or the specific instructions in the bidding documents. Compliance with these regulations is a condition of the funding

agreement with Reclamation.

The lowest responsive and responsible bid is from Preston Pipelines, Incorporated and is \$1,573,106 below the Engineer's Estimate. Preston Pipelines, Incorporated satisfies the experience requirements for the project and provided evidence of compliance with Disadvantaged Business Enterprise regulations required for a responsive bid.

A contractor must execute a release of claims (Document 00650) before final payment but may except any unresolved claims from the release. The requested action authorizes the General Manager to approve the release unless the contractor lists unresolved claims. In that case, County Counsel must review Document 00650 prior to General Manager approval.

Document 00611 (Construction Performance Bond) and Document 00612 (Construction Payment Bond) are included in the Project Manual and Drawings which are on file with the Clerk.

Staffing Need:

Pursuant to the California Public Employees' Pension Reform Act of 2013, the Water Agency may hire an employee who has retired from the Water Agency within 180 days after the date of that employee's retirement if the retired person has skills needed to perform work of limited duration and the Board certifies, in a public meeting via regular calendar, the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed. (Government Code §7522.56(c) and §7522.56 (f)(1)) To be eligible for such appointment, the employee must not have accepted a retirement incentive upon their retirement. (Government Code §7522.56(g)) Further, such an employee may work no more than 960 hours per year. (Government Code §7522.56(d))

Principal Engineer, Jim Flugum gave notice on November 16, 2012 and retired from Water Agency employment on December 24, 2012. His previous position has been filled by promotion within the Water Agency. His retirement has resulted in the loss of one full time position in the Construction Management Department. His appointment to return as Extra-Help is critical to the successful completion of the Napa Salt Marsh Restoration Pipeline project. Prior to retirement, Mr. Flugum was the Principal Engineer involved in all of the design review and construction contract management. Due to the complexity of this project, Mr. Flugum's experience will facilitate timely completion of the project, enabling the District to meet critical funding deadlines. With construction slated to begin in April, meeting these deadlines will require expedient management that cannot be provided by other Water Agency staff, who are committed to the concurrent development of 6 other major construction projects during the same period.

The District does not have any of its own employees. Rather, pursuant to an agreement with the Sonoma County Water Agency dated December 6, 1994, the District is staffed by Water Agency employees. Thus, in accordance with Government Code section 7522.56, the Board of the Sonoma County Water Agency is asked to certify as follows:

- a) The foregoing summary of Mr. Flugum's critical role in managing the construction of the Napa Salt Marsh Restoration Pipeline project is true and correct.

- b) Mr. Flugum has a combined 28 years of experience in water and wastewater engineering including 16 years at the Water Agency and 10 years at the City of Healdsburg;
- c) Mr. Flugum’s appointment as a Principal Engineer is necessary to fill a critically needed position within 180 days of his retirement date;
- d) Mr. Flugum did not accept a retirement incentive upon his retirement; and
- e) Mr. Flugum’s appointment shall not exceed 960 hours in a fiscal year.

If the Water Agency’s Board makes the foregoing certifications, Mr. Flugum will be hired as of February 5, 2013 as a Principal Engineer, Retiree Extra Help. It is anticipated that Mr. Flugum’s assistance will require him to work less than half time and no more than 960 hours. Construction on the project is expected to be completed prior to October 15, 2013.

The Water Agency, on behalf of the District, recommends the Board take the following actions:

Actions on Behalf of the District:

1. Adopt and approve the Project Manual and Drawings (“plans and specifications”) entitled "North Bay Water Reuse Program, Sonoma Valley County Sanitation District, Napa Salt Marsh Restoration Pipeline, (Carneros Reservoir to Huichica Unit.)”
2. Authorize the Chair of the Board to execute the contract with Preston Pipelines, Incorporated, \$4,450,000, for construction of the North Bay Water Reuse Program, Sonoma Valley County Sanitation District, Napa Salt Marsh Restoration Pipeline, (Carneros Reservoir to Huichica Unit,
3. Authorize the General Manager of the Water Agency acting on behalf of the District to sign Document 00650 (Agreement and Release of Any and All Claims), with County Counsel review, if any unresolved claims are listed by the contractor.

Actions on Behalf of the Water Agency:

Pursuant to Government Code § 7522.56 and required findings, certify that appointment of Mr. Flugum as a Principal Engineer (Retiree Extra Help) is necessary to fill a critically needed position within 180 days of his retirement and approve his hiring date as early as February 5, 2013.

**Prior Board Actions:**

12/11/12	Authorized Chair of Board to execute Agreements for Purchase and Sale of Property Rights with eight Owners in the project area. Delegated authority for the General Manager to execute agreements for Purchase and Sale of Property Rights with two Owners in the project area.
11/23/12	Resolution No 12-0532 approving, authorizing and directing execution of certain financing documents and directing certain related actions in connection with financing and refinancing certain improvements to the District’s wastewater system.
11/23/12	Resolution No. 12-0531 of the Governing Board of the Sonoma County Water and Wastewater Financing Authority authorizing the issuance of revenue bonds in an initial aggregate principal amount not to exceed \$15,000,000 in connection with financing and refinancing certain wastewater system improvements of the District.
08/21/12	Resolution No. 12-0414 determining that the acquisition of real property for the Sonoma Valley County Sanitation District Napa Salt Marsh Restoration Pipeline Project is



08/21/12 necessary for public purposes that the Sonoma Valley County Sanitation District (District) serves and authorized acquisition of real property rights as required for the project.  
 Resolution No 12-0413 approving the Phase 1 Implementation Plan identified in the North San Pablo Bay Restoration and Reuse Project (North Bay Water Recycling Program) Final Environmental Impact Report/Environmental Impact Statement and authorized the filing of a Notice of Determination.

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

The subject action meets this goal by working to provide a reliable water supply for agricultural and urban needs I Sonoma County.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 4,450,000	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Sonoma Valley CSD- Construction Fees/Other	\$ 4,450,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 4,450,000</b>	<b>Total Sources</b>	<b>\$ 4,450,000</b>

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

Offsetting revenue (\$1,103,750) will come from a U.S. Department of Interior Bureau of Reclamation grant. The remaining offsetting revenue (\$3,311,250) will come from the District's 2012 Revenue Bond proceeds which will be available prior to contract award. The bond issue was approved by the District's Board of Directors on November 13, 2012. The cost of the extra help retiree position is approximately \$69,530 assuming full usage of 960 hours. This salary is included in project revenue projections and will be paid through project revenues.

<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)
Job Class 1024 Water Agency Principal Engineer – Extra Help	\$60.81	0	0
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
This is an Extra Help appointment, no permanent allocations are being added.			
<b>Attachments:</b>			
None			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Project Manual and Drawings			

JB\\FILESERVER\\DATA\\CL\\AGENDA\\PROJECTS CONSTRUCTION\\2013\\02-05-2013 WA  
NAPA SALT MARSH RESTORATION PIPELINE - CONTRACT AWARD\_SUMM.DOCM

PROJ\\NBWRP SVCS\\NAPA SALT MARSH RESTORATION PIPELINE (CARNEROS RESERVOIR TO  
HUICHICA UNIT), 71-712-7 #1



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 33**

(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:** February 5, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator, Auditor-Controller-Treasurer Tax Collector, Information Systems Department, General Services Department

**Staff Name and Phone Number:**

Donna Dunk 565-3274

**Supervisory District(s):**

All

**Title:** Enterprise Financial System (EFS) Project Implementation Contract and Project Update

### Recommended Actions:

1. Direct staff to proceed with the Enterprise Financial System (EFS) implementation project.
2. Approve total implementation project budget of \$22.4 million, covering fiscal years 12-13 through 16-17.
3. Approve contract for purchase of a new EFS system with Oracle/PeopleSoft in the amount of \$946,168, and approve a contract for implementation services with CIBER, Inc. in the amount of \$5,561,305.
4. Authorize the County Administrator and the Information Systems Director to approve any amendments to the contract with CIBER, Inc. for implementation services for extra work up to 10% of CIBER's contract price.
5. Approve the project financing plan and authorize the County Administrator to execute financing agreements with Oracle to access Oracle financing for the purchase of the hardware, software and Ciber, Inc. implementation services for up to five years and to prepare a Board action to issue a note to the County Treasury if needed in accordance with the financing plan.
6. Authorize the Auditor Controller Treasurer Tax Collector to execute a contract for core project team training with Maverick Solutions in the amount of \$155,450.

### Executive Summary:

Staff requests authorization to implement the Enterprise Financial System project and replace the existing, mainframe-based finance and budget systems with a new, non-mainframe based integrated financial system to serve all the entities governed by the Board of Supervisors. On September 18, 2012, the Board authorized staff to proceed with contract negotiations with CIBER, Inc. for the purchase and implementation of Oracle/PeopleSoft, using a "best management practice" implementation strategy which leverages CIBER's experience with these systems in other local governments who have successfully implemented the same or

similar systems, as well as keeping customizations of the software to a minimum.

Staff began contract negotiations with CIBER, Inc. in October 2012 and completed the Statement of Work and software purchase agreements in January 2013 which allow for the budget and financing plans to be completed for the project. The EFS Steering Committee is seeking approval of the total project implementation budget and financing plan in the amount of \$22.4 million; and approval of the contracts with Oracle/PeopleSoft for the software licensing (\$946,168), with CIBER, Inc. for implementation services (\$5,561,305) and Maverick Solutions for core project team training (\$155,450) along with the financing agreements with Oracle consistent with the budget and financing plan. This report provides more detail on each of these items.

In addition, during the September 18, 2012 board update, the Board also directed staff to return with additional information on the following areas: Replacement Fund Establishment; Cost Accounting Systems; Training Program; Communication Plan; Change Management Plan; and Lessons Learned from the Human Resources Management System Project. Attachment A includes information on each of those areas.

### **Background**

The current Financial Accounting Management Information System (FAMIS) is used by all departments and agencies to manage financial transactions, accounts, funds, and to produce mandatory reports across all lines of business. It was installed 27 years ago and has seen numerous software upgrades, hardware changes, and process adjustments to meet changing requirements for basic fiscal management responsibilities. The system as used has limited functionality which led to departments implementing a number of separate systems to meet their unique business needs not met by the existing FAMIS system. Another disadvantage of the current system is that it does not support automated business practices and forces greater reliance on paper-based transactions. The current software is no longer an active product line being improved by any software manufacturer. Support is currently available only on a limited basis through contract providers and ex-employees of the original manufacturer who offer only basic assistance. In addition, it runs on the County mainframe utilizing out-of-support hardware and unsupported releases of operating system software from IBM.

The County has been looking at and moving to a more integrated and automated set of systems for our core and enterprise-wide management of human and financial resources for many years. After the Year 2000 project, the decision was made to tackle the timekeeping, payroll, and human resources portions first and address the finance and budget portions last. Since 2005, the County has recognized the need to retire/replace the old mainframe and replace critical applications currently running on the mainframe. Economic constraints delayed the retirement of the mainframe and the financial system replacement project. Nonetheless, over time, as many of the existing programs on the mainframe as possible were transitioned to other platforms or discontinued so that only the finance and budget applications remain. In 2009, understanding the critical nature of the environment, a task team was established to develop requirements and to review alternatives. The financial system is a vital infrastructure system and is at risk of failure if an investment is not made in its replacement.

## **Strategic Plan Alignment**

Investment in a new financial system will allow the county to continue to meet mandatory reporting requirements, and supports Strategic Plan Goal 3 “Investment in the Future”. Replacement of this system also supports Strategic Plan Goal 4 “Civic Services and Engagement” by providing increased transparency and will assist in the County’s efforts of moving toward becoming a high performing organization.

## **Contract Negotiations and Statement of Work Development**

Following board direction at the September 18, 2012 meeting, staff began the process of working with CIBER and Oracle/PeopleSoft to negotiate contracts for implementation services and for purchase of the software. A county negotiations team was formed and led by the ISD Director to focus on negotiating the best contract for software and implementation services for the County. County staff participating on the negotiations team consisted of representatives from Auditor-Controller-Treasurer-Tax Collector, General Services, County Administrator’s Office and Information System’s Department. County Counsel and outside legal counsel provided legal support on the terms and conditions of the contract and the Statement of Work. Support was also provided to the county negotiations team by the Government Finance Officers’ Association (GFOA). GFOA has extensive experience working with State and Local Governments across the nation in negotiating contracts and developing Statements of Work for new system implementations. The negotiations team met numerous times with CIBER over a period of four months to define the scope, timeline, and the budget for the project, and develop a detailed Statement of Work that will guide the implementation effort. The result of those meetings culminated with a completed contract and Statement of Work (SOW) in early January 2013. GFOA and outside Counsel have assisted a number of jurisdictions negotiate similar deals and have assured the County that the deal negotiated by the County is a very good deal.

The County asked for a number of key services from CIBER that were ultimately negotiated and included in the Statement of Work. A summary of those services are as follows:

- Project management and quality assurance
- A project plan with detailed tasks, delivery dates and responsibilities of CIBER and the County
- Change management to assist with implementing best practices of the system
- Communication plan
- Extensive training for the project team
- Design and configuration of the system
- Development of interfaces, reports, data conversion and workflow for online approvals
- Assistance with comprehensive testing of the system
- Train-the-trainer for extensive training of department staff
- Post implementation support

Key financial controls for CIBER's contract include:

- All services will be provided on a fixed-priced basis
- Payment retention of 10% will be applied to each invoice and payable to CIBER after final acceptance of the system by phase
- A performance warranty is extended for 90 days after final acceptance of the system and also for first time processes run in the future that do not occur in the 90 day period
- All changes to scope, schedule or the contract amount must be authorized by the County through a defined change order process

### **Phases and Timeline**

During the development of the contract and SOW, the scope of the project was defined to include two phases over a 30 month period, beginning March 2013 and ending August 2015. The two phases were designed with two primary goals in mind; decommissioning the mainframe as soon as possible as it is at risk of failing, and implementing interrelated modules together. Phase 1 implements core accounting modules and implements interrelated modules such as accounts payable and purchasing. The modules planned for implementation in Phase 1 will enable the county to decommission the mainframe in August or September 2014. Phase 2 implements additional functionality such as budgeting and cost accounting. A summary of the phases, timeline and go-live dates follows:

Phase 1 – March 2013 to June 2014, Go live July 1, 2014

- General Ledger
- Accounts Payable
- Purchasing
- Fixed Assets

Phase 2 – July 2014 to June 2015, Go live July 1, 2015

- Cost accounting
- Budget
- Grant accounting
- Accounts receivable

The budget module will be configured between July 2014 and June 30, 2015, with the first budget preparation in the new system beginning in the November 2015 through April 2016 timeframe for fiscal year 2016-2017. Implementing the budget and cost accounting in a later phase gives the organization time to adjust to utilizing a new system before preparing the first budget in the new system. It is anticipated that the basic coding structure or chart of accounts (COA) for the County will change significantly and staff will need time to learn the new numbering system and determine how best to perform cost accounting functions and prepare their budgets going forward.

Phase 2 will also include implementing cost accounting functionality that we anticipate will be used by a

number of departments. In some cases, we anticipate departments will have all their cost accounting business needs met by the enterprise system and will be able to utilize the new system entirely to meet those needs, thereby eliminating the need for a separate system to meet their business needs. In other cases, departments will need to continue to utilize specialized systems to meet specific business needs that cannot be met by the enterprise system. Phase 2 will seek to provide functionality to departments that would allow for as much automation as feasible in this area and exchanges of data between systems to reduce the duplication of keying effort throughout the County and to allow for consistent reporting throughout the entity.

An Electronic Data Management System (EDMS) is an important aspect of moving to less paper based processing with any modern financial system. The implementation efforts for both Phases 1 and 2 anticipates integration with the County's EDMS, OnBase, which will allow for all financial documents processed in the system to be scanned, stored and retrieved electronically. A separate board action will be coming to your board seeking approval of a contract amendment with Neko, who is the integrator and reseller of the County's existing EDMS, OnBase. The costs associated with the OnBase integration have been included in the EFS project budget.

#### **Maverick Solutions – Core team training:**

Project team training and end user training are critical to a successful implementation. County staff will be responsible for providing end user training. CIBER will provide basic training to the core project team. Additional in-depth training for the core project team is needed. There are only three vendors that provide public sector project team training for PeopleSoft; Oracle University, Maverick and TransAmerica Training Management (TAM). Maverick Solutions is recommended for the following reasons:

- Maverick is an Oracle Certified Gold Training Partner, has been used by Oracle itself over its in-house operation and has worked closely with Ciber, Inc in the past.
- Maverick has very robust experience and widely accepted offerings for public sector implementations.
- Maverick Solutions was founded in 1999 by former Oracle Education staff whose core competence is training focused solely on Oracle-related training.
- Maverick pricing was determined to be highly competitive based upon general market review.

Training will be on-site at the beginning of each phase starting for the first phase work as early as March and the \$155,450 costs associated with Maverick training have been included in the EFS project budget.

#### **Project Budget**

Staff provided an estimated project cost ranging from \$16 - \$24 million at your September 18, 2012 board meeting. These estimates were considered preliminary and subject to vendor negotiations, defining scope and timeline, and Board of Supervisor contract approvals. Your board directed staff to begin negotiations with CIBER, Inc. with the goal of a contract award by January 2013 that will define a project budget and schedule with objective measurements of successful completion.

The negotiations team worked diligently over a four month period and met frequently with CIBER and

Oracle/PeopleSoft to define the scope and timeline of the project and to obtain the best pricing for the software and implementation services as was possible. During negotiations, consideration was given by the negotiations team to the number of modules to be purchased based on what made sense for the County, along with an appropriate timeline for the project that would allow for a successful implementation and meet the county's goals of decommissioning the mainframe, and having an integrated system allowing the ability to track program and project cost across the organization.

The budget contains two categories of costs, external costs and internal costs. External costs consist of costs associated with hardware, software and vendor implementation services. Internal costs primarily consist of costs associated with County staffing resources. Considerable thought was given to an appropriate level of contingencies needed for those unplanned and unforeseen events. Based upon industry standards and previous experiences with implementing large global systems in an entity the size of the County, a 15% contingency has been included in the total budget applied both to the external and internal costs. External costs including a 15% overall contingency are planned at \$13.1 million. Internal costs including a 15% overall contingency are planned at \$8.3 million and along with \$1.0 million in financing costs, should the Board decide to incur them; this results in a total project budget of \$22.4 million.

The EFS is a multi-year project spanning a total of four fiscal years and includes a multi-year financing plan. The financing plan and financing costs are discussed in more detail below under the project financing section of this report. Major categories of the project budget by phase are as follows (amounts shown are in millions):

<u>Description</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Total</u>
Hardware/Software and Implementation Services	\$ 9.5	\$ 6.6	\$16.1
Project Management/Risk Mitigation Services	\$ 1.0	\$ .7	\$ 1.7
Miscellaneous Administrative Costs	\$ .5	\$ .3	\$ .8
Contingencies	\$ 1.6	\$ 1.2	\$ 2.8
Financing	\$ .3	\$ .7	\$ 1.0
<b>Total Project Budget</b>	<b>\$12.9</b>	<b>\$9.5</b>	<b>\$22.4</b>

Total Project Costs by Fiscal Year are as follows (amounts shown are in millions):

<u>Fiscal Year</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Total</u>	<u>Previously Appropriated</u>	<u>Additional Appropriations Required</u>
FY 12-13	\$5.2		\$5.2	\$3.9	\$1.3
FY 13-14	\$7.7		\$7.7	\$0	\$7.7
FY 14-15		\$7.0	\$7.0	\$0	\$7.0
FY 15-16		\$2.5	\$2.5	\$0	\$2.5
<b>Total</b>	<b>\$12.9</b>	<b>\$9.5</b>	<b>\$22.4</b>	<b>\$3.9</b>	<b>\$18.5</b>

Additional appropriations required for fiscal year 2012-2013 will be requested during the comprehensive



budget adjustments in April 2013. Future fiscal year appropriations will be requested during the preparation of the annual budget for that fiscal year.

### **Contract Amendments**

This board action requests authority for the County Administrator and the ISD Director to authorize amendments to the contract with CIBER, Inc. for extra work up to \$560,000, which is approximately 10% of CIBER's total contract price for implementation services. During the development of the Statement of Work with CIBER, Inc., considerable planning was completed to determine the amount of CIBER's resources and efforts for a successful implementation. Despite the significant amount of planning that has already occurred, it is anticipated that during implementation unforeseen events will come up that may require additional CIBER resources. In order to keep the cost of the project as low as possible, and to facilitate quick decision making and keep the project moving to meet the budget and timeline, it is necessary to delegate some authority to the County Administrator and the ISD Director to authorize amendments to the contract with CIBER, Inc. The EFS Steering Committee recommends delegated authority of up to \$560,000, which is approximately 10% of CIBER's total contract for implementation services. This amount has been included in the 15% outside vendor contingencies line item of \$1.7 million.

### **Project Financing**

Preliminary work for this project was anticipated in the FY 12-13 budget and approximately \$3.9 million was appropriated in FY 12-13 towards this effort. The remaining \$18.5 million will be needed over the next three fiscal years to complete the project. Since readily available cash is not on hand to appropriate for this project without turning to the County's reserves, staff prepared a financing plan to provide for the additional funds without any use of additional one-time monies. Staff looked at a variety of scenarios to provide the cashflow for the project with the minimum of financing charges.

Oracle is willing to provide a fixed term financing plan for its software costs of \$946,000 at 2.55% interest and level payments over five years. The County would incur approximately \$63,000 in finance costs. If the County makes use of that financing option, Oracle is also willing to finance the hardware and related software (operating and database systems) as well as the implementation services of Ciber, Inc. either as a fixed price financing or in the form of a line of credit accessed as the project progresses with financing costs indexed to similar market term swaps. These financing costs would vary with the market and the amount drawn based upon the project schedule.

Additional funds could be provided by sale of a note to the County Treasury for any of the other project costs not eligible for Oracle financing. The financing costs could also be decreased for either the line of credit or the treasury note with additional available cash contributions to the project. Staff also modeled the ongoing costs after the project is completed to see the effects of the different financing options.

Staff recommends authorization for the CAO to execute the necessary documents to provide the opportunity to

access the maximum in Oracle line of credit financing but for staff to provide the Board with the option in each budget year to allocate as much available cash contributions to the project as possible after consideration of the Board's priorities. In addition, staff will include a status of the project, its budget and finances with each quarterly budget update.

Attachment F to this item shows different financing models evaluated, with Scenario 4 illustrating the recommended approach for full financing in the event that no additional cash contributions are made to the project up front. The project costs will be charged out to departments and agencies over a 5 year period beginning after completion of each phase as a way of recovering costs from all of the users, not just the County General Fund. Attachment F also shows the information about the expected total amounts to be charged to departments as a result of the selected financing scenario. The current operating costs for the mainframe will cease after the first phase is complete and some progress has been made into the second phase while operating costs for the new system will begin to occur. Staff does not have enough information to model those effects at this time. Some of the proceeds of the charges for the project for phase 1 will provide cashflow to fund the final portions of phase two and have been incorporated into the financing scenarios. Remaining proceeds can be used to defray the on-going operating costs, provide additional contributions toward future replacement or repay the County General Fund for its initial cash contributions.

### **Recommendation**

Approve the recommended scope, timeline, and budget for the EFS Implementation Project. (This action would also authorize the next phases of project management services provided by Nexlevel. These services are provided pursuant to the agreement approved by the Board last fall which conditioned any further work, beyond assistance in developing the project and contracts to this point, upon the Board approval of the remainder of the project.)

Approve contract for purchase of a new EFS with Oracle/PeopleSoft in the amount of \$946,168, and approve a contract for implementation services with CIBER, Inc. in the amount of \$5,561,305.

Authorize the County Administrator and the ISD Director to approve any amendments to the contract with CIBER, Inc. for implementation services for extra work up to \$560,000, which is approximately 10% of CIBER's contract price.

Approve the project financing plan and authorize the County Administrator to execute financing agreements with Oracle to access Oracle financing for the purchase of the hardware, software and Ciber, Inc implementation services for up to five years and to prepare a Board action to issue a note to the County Treasury if needed in accordance with the financing plan.

Authorize the Auditor Controller Treasurer Tax Collector to execute a contract for core project team training

with Maverick Solutions in the amount of \$155,450.

**Prior Board Actions:**

On September 18, 2012, your board accepted staff recommendation to proceed with project by negotiating a contract for purchase and implementation of a new EFS with CIBER, Incorporated.

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

This project also aligns with strategic goal #4 Civic Services and Engagement.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 3.9 million	County General Fund	\$ 3.9 million
Add Appropriations Req'd.	\$ 1.3 million	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	Oracle Financing	\$ 1.3 million
<b>Total Expenditure</b>	<b>\$ 5.2 million</b>	<b>Total Sources</b>	<b>\$ 5.2 million</b>

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

\$3.9 million of available deallocated tobacco settlement securitization funds were appropriated for the first year's costs in the Auditor-Controller-Treasurer Tax Collector's FY 12-13 budget. An additional \$1.3 million of appropriations is necessary to cover FY 12-13. The budgetary changes will be brought back as a part of the third quarter consolidated adjustments.

**Staffing Impacts**

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

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

**Attachments:**

- Attachment A – Follow up Items from 9-18-2012 Board Update
- Attachment B – Oracle Contract
- Attachment C – CIBER Contract
- Attachment D – Maverick Solutions Contract

Attachment E – Project Budget  
Attachment F – Financing Plan

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

CIBER Statement of Work  
Oracle Financing Documents

**Enterprise Financial System (EFS) Follow Up Items from 9-18-12 Board Update  
2-5-13 Board Report**

During the September 18, 2012 board update, your board directed staff to return in January and provide additional information on the following areas:

- **Replacement Fund Establishment** -- Staff has addressed this in two ways. First, replacement funding for all the hardware and software for the EFS project will be included in the ongoing operating costs to be recovered over the projected useful life of each of the separate components. In addition, staff will recommend contributions for funding the services and other “soft” costs associated with replacement or upgrade of the systems following guidelines common in the industry from these types of enterprise systems. Both sets of replacement contributions will be deposited into a separate account managed and monitored by ISD, ACTTC, and the CAO. The second method of addressing this need is included in the policy offered for Board consideration in the FY 13-14 Budget Policy Workshop which seeks to establish guidance at an overall organization level to address these needs in conjunction with budget priorities.
- **Cost Accounting Systems** – Currently at the County, various systems are used to meet the cost accounting and billing needs of departments. This current state has evolved over many years due to the inability of the current FAMIS system to meet the needs of departments. The cost accounting and billing area is one of the more significant administrative functions of departments, both from a resource and revenue perspective. To estimate the reliance upon departmental cost accounting systems and the revenue generated from those systems, the larger departments were surveyed for the number of staff (FTEs) devoted to current cost accounting and billing activities.

These departments included:

1. General Services
2. Health Services
3. Human Services
4. Information Systems
5. Regional Parks
6. Sheriff
7. Transportation & Public Works
8. Water Agency

**Enterprise Financial System (EFS) Follow Up Items from 9-18-12 Board Update  
2-5-13 Board Report**

Below are the results of the departments surveyed, plus the revenue that is generated related to the cost accounting (CA) function (figures are based on fiscal year 2012/13):

Cost Accounting FTE's in surveyed departments	Allocated FTE's in surveyed departments	Annual Revenue Related to Cost Accounting in Surveyed Departments
50	2500	\$645,000,000

Although there are other technology related costs for the current costing systems, they are not included here as they are insignificant. The predominate cost of the current costing systems is staffing costs (as is the case with most administrative functions). Based on the above table for the current state of the County's costing systems, a few key conclusions and/or observations can be drawn:

1. Since cost accounting supports annual revenues in excess of \$645,000,000, it should be a high priority of the project. This is both from an internal controls perspective and achieving efficiencies.
2. Even if the new system replaces all costing systems, the bulk of the cost accounting activities will continue to be performed by departments. Although some business process and technology related efficiencies will be realized, it is difficult to estimate the true impact due to the complexity of the cost accounting areas for each department. Specifically, each department has external cost accounting and billing requirements that it must comply with for reimbursement, and unfortunately, the Federal Government and the State of California are not standardized in their practices (even within the same department). Furthermore, it is the project team's belief that the focus here should be on implementing a solution with a high degree of reliability, accuracy and internal controls given that it supports annual revenue generation of in excess of \$645,000,000. A focus on potential cost reductions of the business process itself should be secondary.
3. Staffing resources of 50 FTEs for eight departments dedicated to cost accounting and billing is significant. It is one of the more substantive administrative processes of the County. If the project achieves industry average improvements for the cost accounting and billing area, it should be noteworthy given the amount of resources dedicated to this area.

**Enterprise Financial System (EFS) Follow Up Items from 9-18-12 Board Update  
2-5-13 Board Report**

4. In light of the approximate staffing reductions of 25% for the County over the last few years, any staffing efficiencies realized in this area will likely be repurposed within the County and/or addressed through attrition. Given the complexity of the various Federal and State billing requirements, it will also take time for departments to fully deploy and fine tune the new system and related business processes. Recognizing the significant revenue currently supported by cost accounting systems, being too aggressive with realizing staffing efficiencies may weaken the internal control environment leading to billing errors and the like. The County cannot afford to be in a position to repay potentially millions of dollars to the Federal or State Governments. In the short-term, internal controls for billing and revenue should be a higher priority than cost reductions. Over the long-term, these processes will begin to realize significant efficiencies.
- **Training Program** - There are two broad categories of training for the EFS project: project team and end user training. Regarding the training planned for the County's project team, it will consist of on-the-job training throughout the project coupled with classroom style training workshops at the beginning of the project.

Regarding end user training at the County, the Training Plan for the EFS project will have the following components. Once the project begins, a detailed plan will be developed.

1. Targeted training to users based on business needs. This will be met through training courses tailored to each business area. For example, a course for running reports, a course for processing invoices for payment, etc.
2. Selective online self-study training to supplement certain courses.
3. Selective auditorium style training courses for basic system usage not requiring a formal classroom type course.
4. Formal classroom training which will be the bulk of the training offered.
5. Completion of a training plan about midway through the project.
6. Deliver end user training as close as possible to the go-date.
7. Start training registration a few months in advance to give department's adequate time to work into daily schedules.

**Enterprise Financial System (EFS) Follow Up Items from 9-18-12 Board Update  
2-5-13 Board Report**

8. Where possible, staff each classroom course with two project staff: a primary instructor, and a rover to help with system navigation, classroom exercises, etc.
  9. Develop additional support mechanisms the first month after go-live of each phase (e.g., post implementation training labs, targeted onsite help for departments, etc.).
- **Communication Plan** - The Communication Plan for the EFS project will have the following components. Once the project begins, a detailed plan will be developed.
    1. Kickoff meeting at the beginning of each phase with invitations to Department Heads, managers, stakeholders and key users.
    2. Participation by operating departments in project focus groups that will meet periodically on the project to review proposed business process and/or system changes.
    3. Monthly email communication updates (or as needed) to stakeholders, key users centrally and at operating departments.
    4. Quarterly Newsletter to Department Heads, managers, stakeholders and key users.
    5. Approximately six months prior to the go-live date for each phase, communicate to Department Heads, managers, stakeholders and key users on significant business process changes that may impact their operations.
    6. Approximately three to four months prior to the go-live date for each phase, communicate upcoming end user training and the registration process.
    7. Weekly project meetings with the Leadership Team.
    8. Biweekly project meetings with the Steering Committee.
    9. Monthly status reports to the Steering Committee on project schedule, budget and outstanding issue.
    10. Periodic Board updates of the project.
  - **Change Management Plan** - The Change Management Plan for the EFS project will have the following components. Once the project begins, a detailed plan will be developed.



**Enterprise Financial System (EFS) Follow Up Items from 9-18-12 Board Update  
2-5-13 Board Report**

1. A full-time County Change Manager for the entire project.
  2. A full-time Cyber Change Manager for the first phase of the project.
  3. A balanced focus on improvements for central departments and operating departments.
  4. As mentioned in the Communication Plan, operating departments will participate in project focus groups. Some operating departments will also assist with user acceptance testing and end user training.
  5. Conduct an organizational change readiness assessment at the beginning of the project.
  6. Continued participation by operating departments in the Leadership Team.
  7. Change management team training.
  8. Development of a resistance management plan.
  9. Conduct business process workshops with focus groups.
  10. Develop an organizational impact analysis (after completing the business process workshops and the system configuration).
  11. Complete a change management compliance review (after system go-live for each phase).
  12. Facilitate lessons learned after each phase.
- **Lessons Learned** - There were many lessons learned from past implementations and those lessons have been incorporated into the EFS implementation plan. Below is a brief description of some of the most important lessons learned that have been taken into consideration in planning the SOW for the EFS project.
    1. A balance between scope, budget and timeline must be achieved and agreed to, and flexibility is required as nothing ever goes exactly as planned. The SOW for the EFS project has been designed with this lesson in mind. The modules recommended in Phase 1 and Phase 2 are the most essential modules needed to get off the mainframe, and/or are modules that are so intertwined with other

**Enterprise Financial System (EFS) Follow Up Items from 9-18-12 Board Update  
2-5-13 Board Report**

modules that it did not make sense to implement them at a later date. The timeline has also been carefully considered and buffers were built into the timeline to allow for unforeseen circumstances.

2. Effective project management/leadership requires direct experience, stability, accountability and authority. The value of an experienced Project Manager that has direct experience implementing financial systems at a County or City cannot be underestimated. In response to this lesson learned, the County has contracted with a Project Manager that has over 20 years of experience implementing a variety of financial systems at several California counties.
3. Adequate vendor and County resources are essential to a successful implementation. The EFS project team has planned to dedicate approximately 12 full-time equivalent positions throughout the project implementation. The vendor has also committed to providing adequate resources, including their best and brightest staff, to ensure a successful implementation.
4. Effective training, communication, and change management is a key to success. The EFS project team will be developing a detailed training plan, communication plan, and change management plan. Those plans are discussed briefly. Resources will be dedicated to these tasks throughout the implementation and post implementation to ensure end users are adequately prepared, trained and informed.
5. Stakeholder involvement makes a big difference. Stakeholders have been involved from the beginning of the project during the RFP process. Stakeholder involvement is already underway during the planning phase of the project and will continue throughout implementation and post implementation.
6. Effective leadership/sponsorship from key stakeholder areas is necessary. The County Administrator is the EFS project sponsor. The EFS Steering Committee is comprised of the County Administrator, Auditor-Controller-Treasurer Tax Collector (ACTTC), and the Information Systems Director (ISD). The Leadership Team includes representatives from the County's Administrator's Office, ACTTC, ISD, General Services, Health Services and Transportation and Public Works Departments. The Department and Agency Head Association is also a key stakeholder and have been involved throughout the RFP and planning phase of the project.

**Enterprise Financial System (EFS) Follow Up Items from 9-18-12 Board Update  
2-5-13 Board Report**

7. Expect the unexpected and plan accordingly. All projects will encounter unexpected items that will add time to the schedule and costs to the budget. The project plan should be prepared to anticipate a certain amount of unexpected delays and contingencies should be built into the budget to accommodate these unforeseen events. The EFS Steering Committee has prepared a budget for this project that includes contingencies in the amount of \$22.4 million.

The EFS Steering Committee and Leadership Team have strived to incorporate all lessons learned from previous implementations into the EFS project plan and Statement of Work. Although not everything can be anticipated, the Steering Committee believes that by incorporating important lessons learned along with adequate up front planning will help to mitigate project risks.



## GENERAL TERMS

Oracle General Terms Reference:	(TO BE COMPLETED BY ORACLE)
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These General Terms (these “General Terms”) are between Oracle America, Inc. (“Oracle”) and the individual or entity identified below in the signature block. To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

### 1. DEFINITIONS

1.1 “**Hardware**” refers to the computer equipment, including components, options and spare parts.

1.2 “**Integrated Software**” refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 “**Master Agreement**” refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 “**Operating System**” refers to the software that manages Hardware for Programs and other software.

1.5 “**Products**” refers to Programs, Hardware, Integrated Software and Operating System.

1.6 “**Programs**” refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System. Oracle may deliver source code as part of its standard delivery for particular Programs; all source code delivered by Oracle is subject to the terms of these General Terms, the applicable order and the applicable Program Documentation.

1.7 “**Program Documentation**” refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/contracts>.

1.8 “**Schedule**” refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 “**Separate Terms**” refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 “**Separately Licensed Third Party Technology**” refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 “**Service Offerings**” refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 “**You**” and “**Your**” refers to the individual or entity that has executed these General Terms.

### 2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: **Schedule P – Program**.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

### 3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings you may receive or have received from Oracle. You understand that you may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings.

### 4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

### 5. INDEMNIFICATION

5.1 Subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material ("Infringing Material") and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. If Oracle is the Provider and the Program Documentation for another Program licensed by you under the same order as the Infringing Material (the "Other Program") specifies that the Other Program is functionally dependent upon the Infringing Material, then you may also recover fees paid to Oracle for such Other Program license, provided that you agree to end the license for such Other Program and return it to Oracle.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for

the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

5.6 The Provider will not indemnify the Recipient to the extent that the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or to the extent that the Recipient uses a version of Material which has been superseded, to the extent that the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle unless such combination is specifically permitted in the Program Documentation or under the applicable order. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify you for intellectual property infringement under this Section 5 if the infringement claim (i) is caused by your action against a third party (e.g., a claim or suit by You against a third party licensor for infringement) and (ii) the Oracle program(s) as delivered to You and used in accordance with the terms of this Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any infringement claim to the extent that the claim is based on: (1) a patent that You were made aware of (pursuant to a written claim, demand, or notice) prior to the effective date of the applicable Ordering Document; or (2) your actions prior to the effective date of the applicable order.

5.7 This section provides the parties' exclusive remedy for any infringement claims or infringement damages.

## 6. TERMINATION

6.1 Termination for Cause. If either of us breaches a material term of the Master Agreement and fails to correct the breach within 60 days of written specification of the breach (provided, however, that the cure period for a failure to pay shall instead be 30 days), then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses set forth in an order. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. If You are in default under this Master Agreement (and subject to 16.7 below), Oracle may end your unlicensed (unpaid and/or excessive) use of the Programs and/or Services Offerings ordered; Oracle will not end your licensed, paid use of the Programs and/or Services Offerings ordered without an order from a court of competent jurisdiction.

6.2 If You have used an Oracle Financing Division contract to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.3 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

6.4 Termination for Convenience. You may terminate this Master Agreement at any time without cause upon sixty (60) days' written notice to Oracle. Upon such termination, you must pay within thirty (30) days all amounts which have accrued prior to the date of termination or are otherwise owed for Products and/or Service Offerings received (including related taxes and expenses) under this Master Agreement, if any. Any order(s) outstanding at the time of such termination shall continue to be governed by this Master Agreement as if it had not been terminated. Provided that You are not in breach of any material term of this Master Agreement or an order hereunder, the terms in Section 2 "Rights Granted" of the Program Schedule shall survive such termination, in addition to the provisions specified above in this section. This paragraph does not give You any right to terminate an Oracle Finance Division Contract.

6.5 Termination for Insufficient Funding. Notwithstanding any other provision of this Master Agreement, if funds for the continued fulfillment of this Master Agreement by You are at any time insufficient or not forthcoming through failure of any

entity to appropriate funds, then You shall have the right to terminate this Master Agreement without penalty by giving written notice to Oracle documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Master Agreement shall terminate on the last day of the fiscal period for which appropriations were last received. Notwithstanding the foregoing, You agree that (a) each order hereunder will be evidenced by a signed order and a purchase order; and (b) your signature on an order referencing this Master Agreement and your issuance of a purchase order shall be your representation to Oracle that all funds for that order have been fully appropriated and are available and are not subject to any appropriations contingency at the time such purchase order is issued. Additionally, You agree to pay for all Programs delivered and Service Offerings performed by Oracle prior to Oracle's receipt of your notice of non-appropriations.

## 7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses related to providing Service Offerings as detailed in the applicable order.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

## 8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another (“**Confidential Information**”). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to the terms and pricing under the Master Agreement and all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 We each agree not to disclose each other's Confidential information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Either party may disclose Confidential Information in a legal proceeding arising from or in connection with the Master Agreement or as required by law; provided, however, that, to the extent permitted by applicable law, the party making such disclosure shall give the other party reasonable written notice prior to releasing such Confidential Information to any third party, in order to allow the owner of such Confidential Information the opportunity to seek injunctive relief or other relief against such disclosure.

## 9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable orders and Schedules, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

## 10. LIMITATION OF LIABILITY

**EXCEPT WITH RESPECT TO THE EXCLUSIVE INFRINGEMENT INDEMNIFICATION SET FORTH IN SECTION 5 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR**

**CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EXCEPT WITH RESPECT TO THE EXCLUSIVE INFRINGEMENT INDEMNIFICATION SET FORTH IN SECTION 5 ABOVE, ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.**

#### **11. EXPORT**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents used in the transfer, export or re-export of the Products and any Service Offerings deliverables: "These commodities, technology, software, or hardware (including any Integrated Software and Operating System(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited."

#### **12. FORCE MAJEURE**

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

#### **13. GOVERNING LAW AND JURISDICTION**

The Master Agreement is governed by the substantive and procedural laws of the State of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Sonoma County, California in any dispute arising out of or relating to the Master Agreement.

#### **14. NOTICE**

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065. Attention: General Counsel, Legal Department

#### **15. ASSIGNMENT**

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

#### **16. OTHER**

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.



16.3 Except for actions for nonpayment or breach of Oracle’s proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than three years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 The Uniform Computer Information Transactions Act does not apply to the Master Agreement or orders placed under it. You understand that Oracle’s business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle’s agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

16.7 Disputes. In the event of any dispute or disagreement between the parties arising out of or relating to this Master Agreement (the “dispute”), the parties will endeavor to resolve the dispute in accordance with this section. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Each party will appoint an executive to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may be initiated by a party until either executive concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The parties shall refrain from exercising any termination right for fourteen (14) days while the parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach promptly makes good faith efforts to cure such breach and pursues the cure in good faith.

**18. MASTER AGREEMENT EFFECTIVE DATE**

The Effective Date of the Master Agreement is \_\_\_\_\_. (DATE TO BE COMPLETED BY ORACLE)

<b>Sonoma County</b>		<b>Oracle America, Inc.</b>	
<b>Signature</b>	_____	<b>Signature</b>	_____
<b>Name</b>	_____	<b>Name</b>	_____
<b>Title</b>	_____	<b>Title</b>	_____
<b>Signature Date</b>	_____	<b>Signature Date</b>	_____

Oracle America, Inc. ("Oracle") 500 Oracle Parkway Redwood Shores, CA 94065
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<b>Your Name:</b>	<b>Sonoma County</b>
<b>General Terms Reference:</b>	(TO BE COMPLETED BY ORACLE)
<b>Schedule Reference:</b>	(TO BE COMPLETED BY ORACLE)

This Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

**1. DEFINITIONS**

1.1 "**Commencement Date**" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

**2. RIGHTS GRANTED**

2.1 Upon Oracle's acceptance of Your order, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal business operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation. If accepted, Oracle will notify You and this notice will include a copy of or reference to Your Master Agreement.

2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

**3. RESTRICTIONS**

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;

- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired);
- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent, unless required by applicable law. If disclosure is required by applicable law, You agree to give Oracle reasonable written notice (to the extent permitted by applicable law) prior to releasing the benchmarks tests to any third party, in order to allow Oracle the opportunity to seek injunctive relief or other relief against such disclosure.

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

#### 4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

#### 5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 Technical support is effective upon the Commencement Date unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

5.3 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

5.4 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

5.5 If Oracle makes successor products available for the Programs ("New Software") that includes substantially similar functionality and features as a Program for which you have purchased a license ("Old Software"), Oracle will provide you with a migration path from the Old Software to the New Software and the right to use the New Software under the Master Agreement at no charge, provided that (a) you are current on technical support for the Old Software; (b) this right shall only apply to New Software that is available in production release status on the operating system identified by You at the time of the request; and (c) Oracle is currently making available, at no charge, such migration path from the Old Software to the New Software to other supported customers. If Oracle does not provide to other supported customers a migration path from the Old Software to the New Software at no additional charge, then Oracle will provide you with the right to use under the Master Agreement and this Schedule at no additional charge only the functionality and features contained in the New Software that is

substantially similar to the functionality and features contained in the Old Software, provided that you shall not have the right to use, nor shall you use, any additional functionality or features in such New Software.

## 6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

## 7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

**7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

**7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.**

**7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## 8. AUDIT

Upon 45 days written notice, Oracle may, at Oracle's sole cost and expense, audit Your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Programs in excess of Your license rights. If You do not pay, Oracle can end (a) Program-related Service Offerings (including technical support), (b) Program licenses ordered under this Schedule P and related agreements, and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

## 9. ORDER LOGISTICS

### 9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please

check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

## **9.2 Territory**

The Programs shall be used in the country/countries specified in the order.

## **9.3 Pricing, Invoicing and Payment Obligation**

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced in advance of the Program-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, Oracle will invoice You for any applicable shipping or applicable taxes and You will be responsible for such charges and taxes. If you are exempt from sales tax, Oracle will not invoice you for applicable sales tax provided a copy of a valid sales tax certificate of exemption is provided to Oracle simultaneously with the execution and return of the relevant order.


**ORDER**

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA 94065

**Your Name** SONOMA COUNTY  
**Your Location** 615 PAULIN Drive  
Santa Rosa, CA 95403

**Your Contact** David Sundstrom  
**Phone Number** david.sundstrom@sonoma-county.org  
**Email Address** 707-565-2631

Programs and Program Support Services				
Enterprise Programs				
Description / License Type	Quantity	List Fee	Discount %	Net Fee
PeopleSoft Enterprise Financials - Enterprise \$M in Operating Budget Perpetual	1300	2,024,360.00	82.26	359,121.46
Software Update License & Support		445,359.20	82.26	79,006.72
<b>Program and Program Support Fees</b>		2,469,719.20		438,128.18

Programs and Program Support Services				
Description / License Type	Quantity	List Fee	Discount %	Net Fee
Hyperion Planning Plus - Application User Perpetual	100	350,000.00	80.26	69,090.00
Software Update License & Support		77,000.00	80.26	15,199.80
Oracle Hyperion Public Sector Planning and Budgeting - Application User Perpetual	100	200,000.00	80.26	39,480.00
Software Update License & Support		44,000.00	80.26	8,685.60
Procurement & Spend Analytics, Fusion Edition - Application User Perpetual	25	145,000.00	80.26	28,623.00
Software Update License & Support		31,900.00	80.26	6,297.06
Oracle Business Intelligence Foundation Suite - Named User Plus Perpetual	100	367,500.00	70.00	110,250.00
Software Update License & Support		80,850.00	70.00	24,255.00
Informatica PowerCenter and PowerConnect Adapters - Named User Plus Perpetual	100	69,000.00	70.00	20,700.00
Software Update License & Support		15,180.00	70.00	4,554.00
Oracle Business Intelligence Management Pack - Named User Plus Perpetual	25	5,750.00	70.00	1,725.00
Software Update License & Support		1,265.00	70.00	379.50
User Productivity Kit Standard - Employee Perpetual	4000	180,000.00	82.26	31,932.00
Software Update License & Support		39,600.00	82.26	7,025.04
Micro Focus International Ltd. Net Express COBOL for Windows for 2 Named Users (Mfr is Microfocus; Third Party Program)	1	28,800.00	15.00	24,480.00
Software Update License & Support		6,336.00	15.00	5,385.60
User Productivity Kit Standard - UPK Developer Perpetual	2	35,000.00	82.26	6,209.00
Software Update License & Support		7,700.00	82.26	1,365.98
PeopleSoft Enterprise UPK Asset Management (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	1	35,000.00	88.00	4,200.00
Software Update License & Support		7,700.00	88.00	924.00
PeopleSoft Enterprise Contracts - Application User Perpetual	20	137,900.00	82.26	24,463.46
Software Update License & Support		30,338.00	82.26	5,381.96
PeopleSoft Enterprise UPK Contracts (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	1	70,000.00	88.00	8,400.00
Software Update License & Support		15,400.00	88.00	1,848.00

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Programs and Program Support Services				
Description / License Type	Quantity	List Fee	Discount %	Net Fee
PeopleSoft Enterprise UPK General Ledger (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1	35,000.00 7,700.00	88.00 88.00	4,200.00 924.00
PeopleSoft Enterprise UPK Grants (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1	35,000.00 7,700.00	88.00 88.00	4,200.00 924.00
PeopleSoft Enterprise UPK Payables (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1	35,000.00 7,700.00	88.00 88.00	4,200.00 924.00
PeopleSoft Enterprise UPK Project Costing (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1	35,000.00 7,700.00	88.00 88.00	4,200.00 924.00
PeopleSoft Enterprise UPK Receivables (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1	70,000.00 15,400.00	88.00 88.00	8,400.00 1,848.00
PeopleSoft Enterprise UPK Purchasing (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1	70,000.00 15,400.00	88.00 88.00	8,400.00 1,848.00
PeopleSoft Enterprise UPK eProcurement (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1	35,000.00 7,700.00	88.00 88.00	4,200.00 924.00
UPK for Hyperion Planning Plus (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1	70,000.00 15,400.00	88.00 88.00	8,400.00 1,848.00
PeopleSoft Enterprise Strategic Sourcing - Application User Perpetual Software Update License & Support	10	91,950.00 20,229.00	82.26 82.26	16,311.93 3,588.62
PeopleSoft Enterprise Grants - Application User Perpetual Software Update License & Support	5	35,625.00 7,837.50	82.26 82.26	6,319.88 1,390.37
PeopleSoft Enterprise UPK for Strategic Sourcing (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual Software Update License & Support	1	35,000.00 7,700.00	88.00 88.00	4,200.00 924.00
PeopleSoft Enterprise Project Costing - Application User Perpetual Software Update License & Support	30	137,850.00 30,327.00	82.26 82.26	24,454.59 5,380.01
PeopleSoft Enterprise Purchasing - Application User Perpetual Software Update License & Support	30	137,850.00 30,327.00	82.26 82.26	24,454.59 5,380.01
PeopleSoft Enterprise eProcurement - Application User Perpetual Software Update License & Support	2000	160,000.00 35,200.00	82.26 82.26	28,384.00 6,244.48
PeopleSoft Enterprise eSupplier Connection - Application User Perpetual Software Update License & Support	20	183,900.00 40,458.00	82.26 82.26	32,623.86 7,177.25
Hyperion Financial Data Quality Management - Application User Perpetual Software Update License & Support	50	145,000.00 31,900.00	80.26 80.26	28,623.00 6,297.06
Hyperion Financial Data Quality Management Adapter Suite - Application User Perpetual Software Update License & Support	50	30,000.00 6,600.00	80.26 80.26	5,922.00 1,302.84
<b>Program and Program Support Fees</b>		<b>3,603,284.50</b>		<b>712,765.93</b>

Fee Description	Net Fee
Oracle Programs License Fees	946,167.77
Oracle Programs Support Fees	208,156.90
<b>Total Fees</b>	<b>1,154,324.67</b>

**A. Agreement****1. Agreement**

This order incorporates by reference the terms of the *General Terms* (v101912) and *Schedule P – Program* (v101812) and all amendments and addenda thereto (the "Master Agreement," as defined in section 1.3 of General Terms). The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

**2. Applicable Schedule(s)**

Programs and Program-Related Service Offerings are governed by *Schedule P – Program* (v101812).

**3. Modification to the Agreement**

For the Programs purchased under this order only, the length of the Program warranty set forth in Section 7.1 of *Schedule P – Program* shall be twenty-four (24) months, and you must notify Oracle of any such Program warranty deficiency within twenty-four (24) months after delivery (i.e., via tangible media shipment or electronic download). Except for this extension of the time period, all other provisions of Section 7 of *Schedule P – Program* remain unchanged.

**B. General Terms****1. Commencement Date**

For all program licenses, the commencement date is the date of shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required. The period of performance for all services for the programs is effective upon shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required.

**2. Summary of Fees**

You have ordered programs, hardware and/or 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

**3. Delivery and Installation**

a. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com/exempt> the programs listed in the tables above section A. Through the Internet URL, you can access and electronically download to your California location the current production release as of the effective date below of the software and related program documentation for each program listed in the tables above section A. You shall have 60 days from the effective date of this order to complete the download of the software and program documentation. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery website. Oracle is under no further delivery obligation under this order, electronic or otherwise. You agree to execute and return the attached **Certificate of Electronic Delivery** simultaneously. Should you require a replacement copy of the software or program documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the program documentation. You acknowledge and agree that (i) you have not received any tangible media for the programs listed in the tables above section A as of the effective date and (ii) any rights to receive media granted under the Master Agreement shall not be applicable to or provided for the programs listed in the tables above section A. You further acknowledge and agree that you receive all updates for technical support via electronic delivery. In the event that you order updates for delivery via tangible media shipment, sales taxes and interest may be due, and you agree to reimburse Oracle for any applicable sales taxes and interest related to acquisition of such programs and/or updates.

b. You are responsible for installation of the programs unless the programs have been pre-installed by Oracle on the hardware you are purchasing under the order or you purchase installation services from Oracle with respect to such programs.

**4. Pricing Invoicing and Payment Obligation**

- a. Service fees are invoiced in advance of the service performance.
- b. Program fees are invoiced as of the commencement date for the programs.
- c. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

You may change a hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

d. Provided that you comply with the delivery terms in the Delivery and Installation section, Oracle shall not invoice you for sales tax pursuant to California law based on the net license fees in the tables above section A for the programs delivered by electronic download; however, you agree to indemnify and hold Oracle harmless from and against any claims, losses, damages, costs, and expenses arising from imposition of sales tax based on the net license fees for the program licenses listed in the tables above section A.

**5. Order of Precedence**

In the event of inconsistencies between the terms contained in this order and the Master Agreement, the order shall take precedence. The order will control over the terms contained in any purchase order.

**6. Offer Validity**

This order must be executed by you and Oracle on or before 28-FEB-2013 to be valid.

**7. Customer Reference**

Oracle may orally refer to you as a customer in sales presentations and activities. Upon written consent from you, Oracle may refer to you as a customer in written sales presentations and marketing vehicles.

**8. Territory**



The program licenses and services described above are for use in the U.S.

## 9. Technical Support Cap

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the second and third years of technical support the annual fees for SULS will not increase by more than 0% over the prior year's fees; for the fourth and fifth years of technical support the annual fees for SULS will not increase by more than 2% over the prior year's fees; for the sixth and seventh years of technical support the annual fees for SULS will not increase by more than 3% over the prior year's fees; and for the eighth through tenth years of technical support the annual fees for SULS will not increase by more than 4% over the prior year's fees.

## C. Order-Specific License Definitions and Rules

### 1. Employee definition

**Employee:** is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs.

### 2. Enterprise \$M Operating Budget

**Enterprise \$M Operating Budget:** is defined as one million U.S. Dollars (\$1,000,000) of your adopted budget for the fiscal year reflected in the budget financial overview as the total requirements under the budget expenditure summary less any county capital projects, internal transfers, and/or internal service funds expenditures (the "Operating Budget") as published at the Sonoma County Auditor-Controller's website ([http://www.sonoma-county.org/auditor/financial\\_reports.htm](http://www.sonoma-county.org/auditor/financial_reports.htm)). The value of these program licenses is determined by the amount of Enterprise \$M in Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Operating Budget as of the effective date of your order. If at any time the amount of Enterprise \$M in Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Operating Budget. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M in Operating Budget as of such date.

### 3. Application User, Enterprise Asset Management (EAM) User definition

**Application User:** is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses.

### 4. Named User Plus definition

**Named User Plus / Named User:** is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

### 5. Named User Plus Options

If licensing by Named User Plus, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed; in that case the number of cores used to determine the number of licensed processors for the programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated program listed in Column B. Associated programs are those programs being used in conjunction with the program in Column A.

Column A	Column B
<b>Business Intelligence Server Enterprise Edition Options-</b> Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition
<b>Business Intelligence Suite Enterprise Edition Plus Option-</b> Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
<b>Hyperion Financial Data Quality Management Options-</b> Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management

\*If licensing by Named User Plus you must maintain, at a minimum, 25 Named Users Plus per Processor per associated program.

\*\* If licensing by Named User Plus you must maintain, at a minimum, 10 Named Users Plus per Processor per associated program.

## 7. UPK Developer

**UPK Developer:** is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

## 8. UPK Module

UPK Module is defined as the functional software component described in the product documentation.

### D. Licensing Rules for Programs Licensed per UPK Module

#### 1. License Grant

Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in the Master Agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that you have a valid license for the underlying program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in the Master Agreement. Oracle represents that the UPK content and any content created by you using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by you solely for your internal use in accordance with the terms of the Master Agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in the Master Agreement. Application and Employee User(s) of UPK programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

### E. Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence

#### 1. Failover

Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/corporate/pricing/pricelists.html>, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

#### 2. Testing

For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

### F. Program Specific Terms for the PeopleSoft Product Lines

#### 1. Net Express COBOL for Windows

Notwithstanding anything in the Master Agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Net Express for Windows compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft and JD Edwards programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) technical support fees are the rates in effect at the time of renewal, and are not dependent on the number of employees or revenues.

### G. Licensing Rules for PeopleSoft Applications

#### 1. Web site for licensing prerequisites - for PeopleSoft Applications

You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.

#### 2. Additional License Rights

Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.

#### 3. Included Programs - PeopleTools

You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.

**H. Other**

**1. Additional Copies of Programs**

Provided that you have continuously maintained technical support for the programs listed in the table(s) located above section A, you may order media packs at the standard media fee in effect at the time your order is placed provided the programs listed in the table(s) located above section A for use on the computer/operating system combination requested by you are available in a production release.

**2. Price Hold**

a. For a period of two (2) years from the effective date of this order, you may order the programs (and first year of Software License Update and Support (SULS) for the programs) at the appropriate license and support fees specified on the attached Price Hold Exhibit, provided (i) such programs are available in production release when ordered and (ii) you have continuously maintained SULS for the program licenses listed in the table(s) located above section A.

b. Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the programs will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, you are charged for media and the shipping terms are FCA: Shipping Point, Pre-paid and Add.

**3. Expansion**

a. If you exceed your licensed quantity you must order the programs (and first year SULS for the programs) at the appropriate license and support fees specified in the expansion table below. The number of additional program licenses to be ordered shall be equal to the actual dollar amount of Enterprise \$M in Operating Budget Perpetual as of the order date less the total number of licensed quantity (under this order or other orders) rounded up to the next increment in the expansion table below.

Product	License Type / Metric	Increment	Net License Fees per Increment	Net SULS Fees per Increment
PeopleSoft Enterprise Financials	Enterprise \$M in Operating Budget Perpetual	130	35,912.15	7,900.67

b. The license definitions and program specific terms contained in the Order-Specific License Definitions and Rules section above (section C of this order) will apply to program licenses ordered pursuant to this section.

c. Oracle has no delivery obligation for program licenses ordered pursuant to this section.

**4. Full Use**

The programs with Enterprise \$M in Operating Budget, Application User, UPK Module, Named User Plus, or Employee license type/metric acquired under this order are full-use programs. These programs may be used in production or nonproduction (including test and development) environment within the quantity of licenses and under the terms and conditions applicable to each program.

<b>SONOMA COUNTY</b>		<b>Oracle America, Inc.</b>	
<b>Authorized Signature</b>	_____	<b>Authorized Signature</b>	_____
<b>Name</b>	_____	<b>Name</b>	_____
<b>Title</b>	_____	<b>Title</b>	_____
<b>Signature Date</b>	_____	<b>Signature Date</b>	_____
<b>Effective Date</b>	( to be completed by Oracle ) _____		

## PRICE HOLD EXHIBIT A

Program	Quantity	Net License Fee	Net SULS Fee
Financial Analytics Fusion Edition - Application User Perpetual	1	2,030.00	446.60
Human Resources Analytics Fusion Edition - Employee Perpetual	1	52.50	11.55
Project Analytics - Application User Perpetual	1	2,030.00	446.60
PeopleSoft Enterprise Contracts - Application User Perpetual	1	1,241.10	273.04
PeopleSoft Enterprise Grants - Application User Perpetual	1	1,282.50	282.15
PeopleSoft Enterprise Program Management - Application User Perpetual	1	955.35	210.18
PeopleSoft Enterprise Project Costing - Application User Perpetual	1	827.10	181.96
PeopleSoft Enterprise Inventory - Application User Perpetual	1	1,516.35	333.60
PeopleSoft Enterprise Purchasing - Application User Perpetual	1	827.10	181.96
PeopleSoft Enterprise Strategic Sourcing - Application User Perpetual	1	1,655.10	364.12
PeopleSoft Enterprise eProcurement - Application User Perpetual	1	14.40	3.17
PeopleSoft Enterprise eSupplier Connection - Application User Perpetual	1	1,655.10	364.12
User Productivity Kit Standard - Employee Perpetual	1	8.10	1.78
User Productivity Kit Standard - UPK Developer Perpetual	1	3,150.00	693.00
Hyperion Financial Data Quality Management - Application User Perpetual	1	580.00	127.60
Hyperion Financial Data Quality Management Adapter Suite - Application User Perpetual	1	120.00	26.40
Hyperion Planning Plus - Application User Perpetual	1	700.00	154.00
Oracle Hyperion Public Sector Planning and Budgeting - Application User Perpetual	1	400.00	88.00
Procurement & Spend Analytics, Fusion Edition - Application User Perpetual	1	1,160.00	255.20
Informatica PowerCenter and PowerConnect Adapters - Named User Plus Perpetual	1	207.00	45.54
Oracle Business Intelligence Foundation Suite - Named User Plus Perpetual	1	1,102.50	242.55
Oracle Business Intelligence Management Pack - Named User Plus Perpetual	1	69.00	15.18
PeopleSoft Enterprise UPK Inventory (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	1	18,900.00	4,158.00
PeopleSoft Enterprise Supplier Contract Management - Application User Perpetual	1	2,275.35	500.58
PeopleSoft Enterprise Interaction Hub - Application User Perpetual	1	165.00	36.30
PeopleSoft UPK for Supplier Contract Management (over 4K employees and/or over \$1 billion in revenue) - UPK Module Perpetual	1	4,752.00	1,045.44

**CERTIFICATE OF ELECTRONIC DELIVERY**

This Certificate of Electronic Delivery is executed as of the effective date set forth below by **Sonoma County** ("you") and relates to the electronic delivery of certain software programs provided by Oracle America, Inc. ("Oracle"). This Certificate of Electronic Delivery shall be governed by the terms of the *General Terms* (v101912) and *Schedule P – Program* (v101812) dated \_\_\_\_\_ and all amendments and addenda thereto (the "Master Agreement," as defined in section 1.3 of General Terms).

As of the date of this Certificate of Electronic Delivery, you agree that Oracle has provided you with an Internet URL through which you can download all the programs provided in the order between Oracle and you dated \_\_\_\_\_ (the "order"). You will have 60 days from the effective date of the order to complete your download of the programs provided.

You agree that Oracle has completed all of the delivery responsibilities required by the order and the Master Agreement and no additional shipment of the programs on tangible media (CD's, Disks, Tapes, etc.) shall be provided or is required.

The effective date of this Certificate of Electronic Delivery is \_\_\_\_\_.

**Sonoma County**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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



## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("**Agreement**"), is made and entered into on \_\_\_\_\_, 2013 (the "**Effective Date**") by and between Ciber, Inc., a Delaware corporation ("**Ciber**") and County of Sonoma, California ("**Customer**") (each a "**party**" and together, the "**parties**").

### RECITALS

Customer desires to obtain certain information technology services and solutions to be provided by Ciber under this Agreement and Ciber desires to provide those information technology solutions and services under the terms and conditions set forth in this Agreement.

### AGREEMENT

#### 1. SERVICES

- 1.1 **Scope of Work.** Ciber will provide the services described in one or more Statements of Work signed by an authorized representative of each party (each an "**SOW**"). Each SOW is incorporated by reference into, and will be governed by the provisions of, this Agreement. The initial SOW under this Agreement is attached hereto as Exhibit A. Each SOW will describe the services to be performed ("**Services**"), the deliverables to be provided ("**Work Product**"), the schedule, the charges, the applicable go-live dates, the Acceptance Criteria and the applicable Acceptance Period (as defined below) for the Services and Work Product, the Customer Responsibilities (as defined below), project milestones and all other essential information. The Work Product shall include all source code developed by Ciber for software utilized in connection with this project, whether previously developed or developed pursuant to this Agreement. If any services, functions or responsibilities not specifically described in an applicable SOW are inherent or necessary sub-activities of the Services or are otherwise required for proper performance of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the Services, as if such services, functions or responsibilities were specifically described in such SOW. Notwithstanding any other provision in any document related to this Agreement, any inconsistency between this Agreement, any SOW, or any purchase orders or supplemental agreements, shall be decided in this order of precedence: (a) the Agreement, including the Change Procedure attached as Exhibit B; (b) the SOW, including all Change Orders and Acceptance/Rejection Forms (as hereinafter defined); and (c) any purchase orders and supplemental agreements.
- 1.2 **Change Procedures.** If the Customer requires a change to the existing Services under an SOW, it shall be made pursuant to the Change Procedure, attached as Exhibit B and incorporated by reference into this Agreement.
- 1.3 **Method of Performance.** Ciber will determine the method, details, and means of performing the Services and providing the Work Product. Ciber's personnel shall perform the Services in accordance with Customer's policies and procedures and applicable building rules while on Customer's site, including those governing safety and security, use of equipment, sexual harassment and non-discrimination, alcohol and drug use, and integrity (each, a "**Customer Policy**"). Each party has the right to control its own personnel. Except for Key Personnel (defined below) and subcontractors, designation of a particular Ciber individual in any SOW does not preclude Ciber's termination or re-assignment of the individual, provided Ciber replaces the individual with a person with substantially equivalent skills and experience. All Ciber personnel performing the Services shall have experience and training sufficient to perform Ciber's obligations

under this Agreement. All subcontractors must be preapproved by Customer, whether or not these subcontractors are Key Personnel.

- 1.4 Key Personnel. The Ciber roles which constitute “**Key Personnel**” (e.g., the Project Manager and all the functional leads) shall be defined in the SOW. The Key Personnel shall devote substantially full time and effort to the provision of Services unless otherwise described in the applicable SOW. Other than for reasons outside of Ciber’s control (e.g., death disability, illness, family or medical leave or cessation of employment with Ciber), Ciber shall not remove or transfer a person filling a Key Personnel role without the prior written approval of Customer. Customer shall have the right to require Ciber to replace any Key Personnel that the Customer reasonably finds unacceptable due to performance issues. All replacements of Key Personnel must have the sufficient skill, training and experience to fill a Key Personnel position. In the event the replacement of a Key Personnel is required for any reason, Ciber will use commercially reasonable efforts to replace such Key Personnel within fourteen (14) days of such vacancy (subject to Customer’s interview and approval rights set forth above).

Before assigning an individual to the roles identified in the SOW as the Project Manager, Change Manager, or Functional Lead(s) position, Ciber will notify Customer of the proposed assignment, introduce the individual to appropriate Customer representatives and provide Customer with a résumé and other information reasonably requested by Customer about the individual. Customer will have the right to interview, review and approve the personnel. No Ciber resources will be assigned to the Project Manager, Change Manager, or Functional Lead(s) roles or provide Services hereunder without Customer’s prior approval of such person to fill such role.

1.5 Personnel Changes.

- a. Personnel Schedule Changes. Customer may request changes to the work schedules of Ciber personnel. If Customer does not provide a written request at least five (5) business days prior to the requested change, Ciber will charge Customer for the Services as scheduled.
- b. Open-ended Assignments. Customer may request termination of an open-ended assignment of Ciber personnel. If Customer does not provide a written request at least thirty (30) days prior to the end of the assignment Ciber will charge Customer for the greater of (a) fifteen (15) days of Services that were to be performed by the affected Ciber personnel, or (b) the actual number of days of Services performed by the affected personnel after Ciber’s receipt of the written request.
- c. Extension of Assignments. Ciber considers its personnel for new deployments thirty (30) days before the expiration of their assignments. If Customer desires to extend Ciber personnel, Customer must notify Ciber at least thirty (30) days before the scheduled expiration date to assure continued availability. Ciber will use reasonable efforts to accommodate extension requests received less than thirty (30) days before the expiration of an assignment. Ciber will inform the Customer at least sixty (60) days prior to expiration of assignments.

- 1.6 Acceptance. Acceptance criteria for Services and Work Product (the “**Acceptance Criteria**”) shall be set forth in each SOW, or in such other document that the parties mutually agree in writing, including, as applicable, project charters or project governance plans.

- a. Upon Ciber's delivery of any Services or Work Product requiring acceptance, Ciber shall provide written notice that such Services or Work Product are ready for acceptance. Customer shall inspect such Services and Work Product for conformance with the specifications utilizing the applicable Acceptance Criteria. Such inspection shall be performed within the period of time specified in the applicable SOW (the "**Acceptance Period**"). Upon completion of such inspection, Customer promptly will notify Ciber of acceptance or rejection by sending Ciber a written list that describes in particular how the Services or Work Product does not meet the Acceptance Criteria (the "**Acceptance/Rejection Form**"), but no later than within the maximum number of days allowed within the Acceptance Period specified in the SOW for such Services or Work Product, and Ciber promptly will resolve the items on the list from Customer in Ciber's modification of the Service or Work Product and resubmit to Customer for its review. Revised or corrected deliverables will be subject to inspection and acceptance or rejection as described above for the period of time defined in the SOW as the Follow Up Acceptance Period unless the Customer and Ciber mutually agree upon an alternate review period. If Ciber has not received the Acceptance/Rejection Form from Customer by the end of the Acceptance Period, or the Follow Up Acceptance Period, the applicable Services or Work Product will be deemed Accepted by Customer.
- b. Customer may reject Services or Work Product if such Services or Work Product fail to meet the Acceptance Criteria. In the event of such a rejection, the Acceptance/Rejection Form shall include a description of deficiencies. In such event, Ciber shall, at no additional charge to Customer, correct any deficiencies and resubmit the rejected Services or Work Product within the timeframe requested by Customer or, if no time frame is requested, as promptly as reasonably possible pursuant to this Section 1.6.
- c. In the event Ciber is unable to cure a deficiency associated with a rejected Service or Work Product after two attempts, Customer may (i) grant Ciber further time to cure the deficiency, or (ii) request a modification to the applicable SOW to address the deficiency and continuation of this Agreement, or (iii) terminate all or part of this Agreement or the applicable SOW pursuant to Section 3.
- d. Trial use or testing of the Services or Work Product, incremental or final payment, or Customer's acknowledgement of receipt does not constitute acceptance under this Section 1.6 or prejudice Customer's right to reject or revoke acceptance of all or any portion of the Services or Work Product.
- e. Notwithstanding Acceptance of any interim Services or Work Product, Ciber, at no additional charge to Customer, shall correct or develop a work around for any minor deficiencies identified by Customer before Final Acceptance or during the Warranty Period. Ciber shall correct or develop a work around for each minor deficiency within thirty (30) days after Customer provides notice to Ciber of the minor deficiency.

## 2. CUSTOMER RESPONSIBILITIES

- 2.1 Customer Responsibilities. Ciber's timely performance of the Services and provision of the Work Product are contingent on Customer providing the resources to Ciber that are expressly identified in this Agreement or the SOW as a "Customer Responsibility". If a delay is caused by Customer's failure to timely perform a Customer Responsibility, the delivery schedule for the Services and Work Product shall be extended for the period of delay provided that Ciber uses commercially reasonable efforts to perform despite such failure. Except for the Customer Responsibilities,



access and cooperation as set forth in Section 2.2, and Customer's payment obligations hereunder, Customer will have no other obligations upon which Ciber is dependent with respect to Ciber's performance of the Services or this Agreement.

- 2.2 Access and Cooperation. Customer will provide the workspaces, facilities, equipment, properly configured computers (including, hardware, software, and connectivity), data, information, approvals, and personnel specifically defined as a Customer Responsibility in the SOW. Customer and its employees and agents shall not interfere with Ciber's conduct of the work, and Customer shall exercise good faith commercially reasonable efforts to mitigate the impact of any delays caused by Customer.
- 2.3 File Back-up. Unless otherwise specified in the SOW, Customer will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the Services and implement procedures for recovering and reconstructing any files, data, and programs affected by the Services.
- 2.4 Health and Safety Hazards. Customer will provide Ciber with written notice of any known health and safety hazards on Customer's premises where the Services are to be performed and provide Ciber's personnel with appropriate safety procedures.
- 2.5 Work Rules and Conduct. Customer will provide Ciber access to written copies of all Customer Policies, including any updates or amendments to such Customer Policies during the term of the Agreement. Customer will report to Ciber any alleged violation of a Customer Policy involving Ciber personnel and cooperate with Ciber in investigating the alleged violation.

### **3. TERM AND TERMINATION**

- 3.1 Term. The term of this Agreement shall commence on the Effective Date and continue until the date the Agreement is terminated as provided below. Termination of any SOW will not terminate the entire Agreement unless so stated in the termination notice.
- 3.2 Termination for Convenience. Customer may terminate this Agreement upon thirty (30) days advance written notice to Ciber. All SOWs in effect as of the Agreement's termination date shall continue until completed or terminated as provided in this Section 3.2. Unless otherwise stated in the applicable SOW, . Customer may terminate an SOW upon sixty (60) days advance written notice. Upon such termination, Ciber will advise Customer of the extent to which performance has been completed and deliver any Work Product in progress. Customer will pay Ciber for all Services performed and expenses incurred through the date of termination, including (a) charges for materials ordered by Ciber that cannot be returned for a full refund; (b) payment in full for all completed and accepted Services and Work Product; (c) on a percentage of work performed basis, as reflected in the most recent project status report, payment for (i) Services and Work Product completed and delivered to Customer by Ciber, but not accepted by Customer pursuant to Section 1.6, and (ii) partiality completed work in progress; and (d) for disentanglement costs under Section 3.5 or other termination services approved or directed by the Customer. Additionally, Customer will promptly release all applicable retention held by Customer and performance bonds in a form satisfactory to the bond underwriter(s).
- 3.3 Termination for Cause by Customer. Without prejudice to any other rights or remedies, Customer may terminate this Agreement in whole or in part with thirty (30) days' notice to Ciber if Ciber:

- a. Materially fails to perform its material obligations under this Agreement or any SOW and such failure continues for a period of thirty (30) days after written notice citing this Section 3.3;
- b. Ceases to carry on its business substantially as such business was conducted on the date of this Agreement; or
- c. Institutes or suffers a bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceeding; or becomes generally unable to pay its debts as they become due.

If Customer terminates this Agreement or an applicable SOW for Ciber's default under this Section 3.3, Customer will pay Ciber (a) in full for all completed and accepted Services and Work Product; (b) on a percentage of work performed basis, as reflected in the most recent project status report, for (i) Services and Work Product completed by Ciber, but not accepted by Customer pursuant to Section 1.6, and (ii) partially completed work and work in progress; and disentanglement costs under Section 3.5 or other termination services approved or directed by the Customer.

3.4 Termination for Cause by Ciber. Ciber may terminate this Agreement upon an uncured payment default by Customer that is not being contested by Customer in good faith and that continues for sixty (60) consecutive days after Customer's receipt of Ciber's written notice thereof. Ciber may also terminate this Agreement in whole or in part with thirty (30) days' notice to Customer if Customer.

- a. Materially fails to perform its material obligations under this Agreement or any SOW and such failure continues for a period of thirty (30) days after written notice citing this Section 3.4;
- b. Ceases to carry on its business substantially as such business was conducted on the date of this Agreement; or
- c. Institutes or suffers a bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceeding; or becomes generally unable to pay its debts as they become due.

Ciber acknowledges that Ciber may only terminate this Agreement under this Section 3.4 and Ciber expressly waives any other rights it may have to terminate this Agreement. In the event of termination by Ciber under this Section 3.4, Customer's total liability shall be to pay Ciber the outstanding payments giving rise to Ciber's termination right, plus Ciber's reasonable cost of collection, including attorneys' fees and interest as set forth in Section 5.2

3.5 Disentanglement. In connection with the termination of an SOW and/or this Agreement for any reason, Ciber shall use commercially reasonable efforts to accomplish an adequate and timely transition from Ciber to the Customer, or to any replacement providers (collectively, the "**New Consultant**" or "**NC**") designated by the Customer of the Services being terminated (a "**Disentanglement**"), without material impact on the Services or any other Services provided by third parties. Ciber shall reasonably cooperate with the Customer and the NC in effecting an adequate and timely Disentanglement. Except in the event of a termination under Section 3.3, Customer shall reimburse Ciber for reasonable transition and termination services at the established contract rates if applicable or at Ciber's current rates for services not currently provided in the contract, plus reasonable costs and expenses. In the event of a termination under Section 3.3, Ciber shall provide reasonable transition and termination services at no cost for up to thirty (30) calendar days from the date of termination and any services required by Customer beyond such period shall be provided at the established contract rates if applicable or at Ciber's current

rates for services not currently provided in the contract, plus reasonable costs and expenses. Ciber shall provide Customer and the NC with the necessary information regarding the Services or as is otherwise needed for Disentanglement, subject to the NC agreeing to maintain the confidentiality of Ciber Confidential Information.

- 3.6 Non-appropriation of Funds. The complete installation of the system described in the initial SOW is contingent on budgetary funding from Customer's annual budget. Funding may be allocated in phases over several fiscal years. In the event sufficient funds are not appropriated for the payments required to be made under the Agreement in future fiscal years, then the Customer at its sole discretion may terminate the Agreement at the end of the then current fiscal year, as the case may be, without penalty or additional expense of any kind whatsoever. If non-appropriation occurs, the Customer agrees to deliver written notice to Ciber of such early termination at least thirty (30) days prior to the end of the then current fiscal year. Notwithstanding anything in the Agreement to the contrary, this non-appropriation provision shall survive termination of the Agreement. Payment upon termination shall be in accordance with Section 3.2.
- 3.7 Cumulative Remedies. Except as otherwise provided in this Agreement, the rights and remedies of either party shall be in addition to all other rights and remedies provided by law or under this Agreement.
- 3.8 Survival. The following provisions shall survive the termination of the Agreement: Sections 3 (Term and Termination), 4 (Relationship of the Parties), 5 (Compensation), 6 (Confidentiality), 7 (Intellectual Property Ownership), 8 (Warranty and Limitations of Liability), 9 (Indemnity), 10 (Nonsolicitation), 11 (Dispute Resolution) and 12 (General Provisions).

#### **4. RELATIONSHIP OF THE PARTIES**

- 4.1 Ciber is an independent contractor. Nothing in this Agreement will be construed to make Ciber or Customer partners, joint venturers, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor employed by Ciber to perform work on Customer's behalf under this Agreement will be deemed to be an employee, agent, or contractor of Customer. Neither party will have any right, power, or authority, express or implied, to bind or make representations on behalf of the other. Ciber is solely responsible for payment of (a) all income, disability, withholding, unemployment and other employment taxes, as well as (b) all medical benefit premiums, vacation pay, sick pay, or other fringe benefits resulting from Ciber's retention of any of its officers, directors, employees, agents, or independent contractors.

#### **5. COMPENSATION**

- 5.1 Pricing. Charges for all Services, Work Product, and expenses are set forth in each SOW attached as part of this Agreement. If Ciber quotes a price for Services or Work Product and such price is specified without qualification in the applicable SOW, the amount quoted shall be deemed a fixed price. Payments will be made on a milestone completion basis as set forth in the applicable SOW. An SOW may provide for payment to be based on a fixed price for Services or Work Product to be rendered over a specified period of time. Rates set forth in an SOW shall be valid for the term of the SOW and any extensions to or Change Orders to the existing scope in the SOW. If pricing is on a time and materials basis, Customer will make payments at the hourly rates in the SOW, exclusive of sales, use, and similar taxes. For fixed price on-site project work, travel expenses shall be deemed included in the milestone payments.

- 5.2 Invoice and Payment. If applicable, Ciber will invoice charges for third party materials purchased pursuant to an applicable SOW upon delivery of the materials to Customer without any mark-up or service charge. Ciber will invoice fixed price charges for Services or Work Product in accordance with the performance milestones and payment schedule in the SOW. All invoices will be in the form and include all content acceptable to, and as may be reasonably specified by, Customer and will include, as appropriate, reference to the applicable SOW, a detailed description of the Services and Work Product, and, any applicable fees. Payment of all invoices will be made as set forth in an applicable SOW, or if no payment terms are specified, payment will be due within thirty (30) days of Customer's receipt of a correct invoice. If payment is not made within such thirty (30) day period, an interest penalty of one percent (1%) of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such thirty (30) day period, until final payment is made. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of Services or Work Product and any statute of limitations to the contrary is hereby waived.
- 5.3 Disputed Invoice Charges. If Customer, in good faith, disputes any invoiced amount, Customer may withhold payment of the disputed amount, but Customer must pay all charges not in dispute by the invoice due date. Customer and Ciber will work in good faith to resolve any dispute following receipt of Customer's notice of dispute, including escalation to management as necessary pursuant to Section 11. Disputed amounts shall be due and payable within thirty (30) days of such resolution.
- 5.4 Taxes.
- a. Charges do not include taxes including, but not limited to, sales, use, gross receipts, and ad valorem taxes, duties or similar charges ("**Taxes**") imposed on the Services or Work Product (exclusive of taxes based on the property or net income of Ciber). Customer shall pay all such taxes. If Customer is exempt from taxes, Customer shall provide Ciber a valid certification of exemption with 15 days after the Agreement is executed.
  - b. Ciber shall file applicable federal and state tax returns and pay all applicable taxes on income received 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. Ciber shall indemnify, defend, and hold the Customer harmless from any liability that it may incur to the United States or to the State of California as a consequence of Ciber's failure to pay, when due, all such taxes and obligations. In case the Customer is audited for compliance regarding any withholding or other applicable taxes, Ciber shall promptly furnish the Customer with proof of payment of taxes on all applicable earnings.
- 5.5 Expenses. Reimbursable expenses, if any, will be set forth in the SOW and subject to Customer's applicable reimbursement policies, as may be provided to Ciber from time to time.

## 6. **CONFIDENTIALITY**

- 6.1 Confidentiality. "**Confidential Information**" means any and all non-public technical or business information, including third party information, furnished or disclosed by one party to the other party that (a) the disclosing party has marked "confidential" or "proprietary"; or (b) the disclosing party indicates is confidential or proprietary at the time of an oral disclosure. Each party will maintain Confidential Information it receives from the other in confidence using commercially reasonable and, as applicable, legally mandated standards and no less care than it uses with its own information, and will use and disclose such information only as contemplated by this Agreement or

as authorized by the disclosing party. Each party will require its personnel, including any subcontractors, to comply with the provisions of this Section 6. Confidential Information does not include information that is: (a) generally available to the public other than by a breach of this Agreement; (b) rightfully received from a third party lawfully in possession of the information and not subject to a confidentiality or nonuse obligation; (c) independently developed by the receiving party or its personnel, provided the persons developing the information have not had access to the Confidential Information of the disclosing party; or (d) already known to the receiving party prior to its receipt from the disclosing party. All subcontractors of CIBER shall execute the Confidentiality Agreement attached to this Agreement as Exhibit C prior to performing any work in connection with this Agreement.

- 6.2 Permitted Disclosures. A receiving party is permitted to disclose Confidential Information if the disclosure is (a) approved in writing by the disclosing party; (b) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding; or (c) required by law or by the order of a court or similar judicial or administrative body, as determined by the receiving party, provided that the receiving party notifies the disclosing party of such required disclosure promptly and in writing, and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 6.3 Return of Confidential Information. Upon termination of this Agreement or the disclosing party's request, the receiving party will promptly return or destroy any Confidential Information of the other party.

## 7. INTELLECTUAL PROPERTY OWNERSHIP

- 7.1 Ownership. Unless the parties agree otherwise in writing, all Work Product developed by Ciber pursuant to this Agreement belong to Ciber. Customer shall retain all right, title and interest to any of its own intellectual property (including patent, copyright, trademark, trade secrets and other proprietary information) owned by or licensed to Customer.
- 7.2 Ciber Materials. Customer acknowledges that Ciber is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Ciber will retain all right, title, and interest in and to all Ciber Materials. "**Ciber Materials**" means all inventions, discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know-how, that Ciber, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of Ciber's duty of confidentiality to Customer. To the extent Ciber Materials are included in or required for the ongoing use or maintenance of any Work Product, Ciber hereby grants Customer a perpetual, irrevocable, nonexclusive, worldwide, royalty-free, fully paid-up right and license, with rights to sublicense so long as consistent with this section and Ciber consents to such sublicense, to use, copy, execute, reproduce, modify and prepare derivative works of such Ciber Materials to the extent any such Ciber Materials are embedded in or are otherwise necessary for Customer (and its respective employees, agents and independent contractors) to use or maintain the Work Product for and in connection with Customer's operations. The license granted pursuant to this Section 7.2 shall be effective automatically with respect to any such Ciber Materials upon the development, use or introduction of such Ciber Materials under this Agreement or the applicable SOW without any further action required by either party. Additionally, Customer shall have the right to sublicense the Ciber Materials so long as such sublicense grant is consistent with this section

and the following conditions are met: 1) Customer's right to sublicense shall only be to public sector entities; 2) Customer shall obtain Ciber's consent, not to be unreasonably withheld, to such sublicense during the one year period starting at Final Acceptance of each phase (for the Ciber Materials included in the Work Products for such phase); no further consent is required by Ciber after such one year period.

- 7.3 Third Party Materials. Except as otherwise set forth in an SOW, Services and Work Product shall not include any third party services, products, software, or other goods or materials ("**third party goods and services**"). In the event the Services or Work Product incorporate third party goods and services, Ciber will (a) obtain Customer's prior written consent to the use of such third party goods and services; and (b) assign to Customer all rights and remedies available under its purchase or license agreements with the third party or otherwise obtain the right for Customer to use such third party goods and services on commercially reasonable terms and conditions. Alternately, the Customer may elect to purchase such goods and services directly from the applicable third party and provide them to Ciber for use under this Agreement.

## 8. WARRANTY AND LIMITATIONS OF LIABILITY

- 8.1 General Warranties. Ciber represents and warrants that: (a) it is duly organized and in good standing under the laws of its jurisdiction of organization and in each other jurisdiction where such organization or good standing is required for the performance of this Agreement; (b) its entry into and performance under this Agreement does not violate any law or regulation, judicial or executive order, or contractual commitment by which it is bound; and (c) it has the legal right to deliver and grant to Customer the rights set forth herein with respect to the Work Product and any Ciber Materials contained therein.
- 8.2 Work Standards. Ciber represents and warrants that it shall: (a) provide the Services in a professional and workmanlike manner; (b) provide the Services with promptness and diligence and in accordance with the accepted practices and professional standards of leading providers performing services similar to the Services; and (c) use an adequate number of qualified individuals with suitable training, education, experience and skill to perform the Services.
- 8.3 Program Errors. Ciber represents and warrants that the Services and Work Product shall be free of any errors that have or may have substantial adverse impacts on the operations of Customer or on the use of the Services and Work Product, including, but not limited to, viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to (a) damage, destroy, or alter any software or hardware; (b) reveal, damage, destroy or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software, hardware or data.
- 8.4 Performance Warranty. For a period of ninety (90) days from the date of the Customer's Final Acceptance (as such term is defined in the SOW) of the Services and Work Product) (the "**Warranty Period**"), Ciber represents and warrants that the Work Product will conform in all material respects to the specifications set forth in the SOW, including the Customer's functional requirements. Notwithstanding the foregoing, with respect to Periodic Processes, as hereinafter defined, that would not ordinarily run or do not run within ninety (90) days from the date of the Customer's Final Acceptance, the Warranty Period shall include a period of thirty (30) days following the date such Periodic Process is first run. "Period Processes" are defined as: year end close, 1099 generation, fixed asset depreciation, encumbrance rollover, interest apportionment,

budget development and load of budget to GL. To receive warranty remedies, Customer must report any deficiencies to Ciber in writing within the Warranty Period. Ciber shall correct all deficiencies in the Services or Work Product identified by Customer during the Warranty Period. Ciber's warranty obligations shall not apply to the extent arising out of any unauthorized changes to the Services or Work Product made by Customer following Final Acceptance, except for (a) system upgrades and routine network infrastructure upgrades. If Ciber is unable to correct such deficiencies, Customer shall be entitled to recover the fees paid to Ciber for the deficient portion of the Services or Work Product. "**Deficient portion**" shall be defined as the cost of Services to implement the modules included in the applicable phase of the Services containing the deficiency or rendered inoperable as a result of deficiencies in the module. Such implementation phases and modules shall be expressly identified in the SOW.

8.5 Disclaimer. CIBER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Ciber makes no warranties regarding Customer or third party modifications of Work Product, any portion of any deliverable developed by Customer or by any third party, including any third party software, hardware, or other third party products provided by Ciber, except in each case to the extent such third party is a Ciber affiliate, independent contractor, agent or subsidiary.

8.6 Limited Liability. EXCEPT WITH RESPECT TO A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 6.1 (CONFIDENTIALITY) OR A PARTY'S WILLFUL OR GROSSLY NEGLIGENT MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except with respect to a party's willful or grossly negligent breach of its obligations under Section 6 (Confidentiality) or a party's indemnity obligations under Section 9 (Indemnity), each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the greater of (a) total amount actually paid for Services and Work Product by Customer under the SOW giving rise to the damages and (b) the value of the SOW. Ciber's liability for its indemnity obligations under Section 9 will not exceed the greater of two times (a) total amount actually paid for Services and Work Product by Customer under the SOW giving rise to the damages and (b) the value of the SOW. The parties agree that amounts stated herein are fair under the circumstances and that the charges reflect this limitation of liability.

## 9. INDEMNITY

### 9.1 General Indemnity.

- a. General. Ciber shall indemnify, hold harmless, and defend the Customer and its officers, agents, board members and employees (each an "**Indemnified Party**") as set forth in this Section 9.
- b. Injury, Property, or Other Damage. Ciber shall indemnify, defend, at its expense, and hold harmless the Indemnified Parties from and against any and all claims, demands, judgments, awards, liabilities, losses, damages, and expenses, including reasonable attorneys' fees (collectively, "**Claims**") for the bodily injury or death of any person, or

damage to tangible personal or real property, to the extent caused by the negligence or intentional actions of Ciber, or its officers, agents and employees.

- c. Third-Party Services. Ciber shall indemnify and defend, at its expense, and hold harmless the Indemnified Parties from and against any and all Claims based on allegations of non-payment of Ciber's personnel or subcontractors.
- d. Technology. Ciber shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims to the extent caused by Ciber's failure to observe and follow any written requirements or specifications issued by manufacturers, vendors, or lessors of equipment, software, and other products or services furnished by Customer for use by Ciber under this Agreement; provided however that (i) Customer shall be responsible for obtaining any consents required or necessary for Ciber to use such equipment, software or other products provided by Customer to the extent specifically set forth in the SOW; and (ii) unless such requirements or specifications are already in Ciber's possession prior to the Effective Date of this Agreement, Customer shall provide the written requirements or specifications to Ciber.
- e. No Waiver of Defenses. Neither by virtue of insurance or indemnification does the Indemnified Party waive any privilege, defense, or immunity which the law may provide. By virtue of this indemnification, Ciber does not waive any privilege, defense, or immunity which the law may provide to it in the defense of the indemnified claims.

9.2 Intellectual Property Indemnity. Ciber shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all third party Claims that the Services or Work Product (including the Ciber Materials) provided by Ciber infringe, violate or otherwise misappropriate any U.S. or foreign intellectual property right, including any patent, copyright or trade secret. If any Service or Work Product (including the Ciber Materials) is determined by a court of competent jurisdiction to be infringing, or subject to a temporary restraining order, preliminary injunction, or other similar remedy, or in Ciber's opinion is likely to become the subject of a claim of infringement or violation, Ciber may, at its option, (a) procure for Customer the right to continue using the Service or Work Product, (b) replace or modify the Service or Work Product so it is not infringing; or (c) provide Customer with an alternative non-infringing Service or Work Product solution equivalent to the infringing Service or Work Product. If Ciber cannot secure any of these remedies on a reasonable basis and if Customer must discontinue use of any Service or Work Product, Ciber will refund to Customer the applicable fees paid by Customer for the infringing Service or Work Product and Customer will return infringing Service or Work Product to Ciber and cease all use of it as soon as commercially practicable. The foregoing indemnity shall not apply to any infringement claim to the extent arising from (a) any Services or Work Product that have been modified without Ciber's authorization by any party other than Ciber or its employees, agents, and subcontractors ; (b) Customer's unauthorized use of any Services or Work Product in conjunction with products or services provided by parties other than Ciber to the extent that such combined use, and only such combined use, gives rise to the infringement claim (except to the extent such use is reasonably foreseeable by Ciber given the intended use of the Services or Work Product); (c) Customer's use of other than the current release of any Services or Work Product if such claim would have been avoided by the use of the current release provided by Ciber and where Ciber has given Customer written notice that use of the current release is required to avoid infringement; or (d) Ciber's compliance with any detailed design, specification, or instruction of Customer solely to the extent such detailed design, specification, or instruction of Customer reflected in the SOW caused the infringement. For the purposes of this Section 9.2, any Services or Work Product provided by Ciber include those provided directly by Ciber as well as those provided by Ciber's employees,



agents, and subcontractors. For the avoidance of doubt, Ciber is responsible for its Services and Work Product to the extent such Services and Work Product involve the integration of any third party goods and services provided by under this Agreement.

9.3 Conditions. Ciber's responsibility to indemnify any Indemnified Party is conditioned upon:

- a. Ciber receiving prompt written notice of any Claim or action.
- b. The Indemnified Parties' reasonable cooperation with the Indemnifying Party's defense or settlement of the Claim.

In any action brought against the Customer to which this Section 9 is applicable, Customer shall have the right to select its legal counsel at Ciber's expense, subject to Ciber's approval, which shall not be unreasonably withheld.

The Indemnified Party's failure to promptly provide notice or full cooperation under this Section 9.3 will not relieve Ciber of its indemnification obligations hereunder, except to the extent Ciber is materially prejudiced by such delay or failure. Ciber has no liability to indemnify or hold any Indemnified Party harmless for any payment by any Indemnified Party in settlement or compromise of a claim or action unless Ciber approves the settlement or compromise in writing before payment is made. The indemnification rights and obligations under this Agreement shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

9.4 Indemnification Claims Against Third Parties. Where a third party product acquired by Customer and provided, installed, configured, or otherwise implemented by Ciber in accordance with SOW is the cause of, or has contributed to, any loss, cost, injury or other expense suffered by the Customer or other party indemnified by the manufacturer of such product, Ciber shall promptly provide all such information to the Customer and provide such assistance and cooperation as may be reasonably necessary for the Customer to pursue such indemnification claims. At the Customer's request, Ciber shall assist the Customer in the management and enforcement of the Customer's indemnification claims against such third parties.

## 10. NONSOLICITATION

During the term of this Agreement and for a period of one (1) year after its termination, except with the prior written consent of the other party, neither party will directly or indirectly (a) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services or Work Product under this Agreement or (b) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or Work Product under this Agreement until one hundred and eighty (180) days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a party's internet site. If a party hires or engages, directly or indirectly, any personnel of the other party in violation of (b) above, the hiring/engaging party will pay the other party a finder's fee equal to the gross monthly salary paid by the former employer for such personnel.

## 11. DISPUTE RESOLUTION

- 11.1 General. Subject to each party's right to seek injunctive or equitable relief in a court of competent jurisdiction, each party agrees to resolve all disputes under this Agreement in accordance with these dispute resolution procedures.
- 11.2 Dispute Resolution. In the event of any dispute or disagreement between the parties, whether with respect to the interpretation of any provision of the Agreement, or with respect to the performance of either party hereto each of the parties will have their respective Project Managers meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, either party may elect to elevate the dispute to a meeting of the Chair of Customer's Steering Committee, or designated representative, and Ciber's Vice President of the public sector practice. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, and Ciber and Customer are unable to reach a mutually agreeable resolution, at either party's request, the Chair of Customer's Steering Committee, or designated representative, will make a final determination as to the resolution of the dispute.

Notwithstanding anything to the contrary contained herein, and even if any problem or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Ciber interrupt or suspend or terminate the provision of Services to Customer (except as otherwise provided in Section 3.4) or perform any action that prevents, impedes, or reduces in any way the provision of Services or Customer's ability to conduct its activities, unless authority to do so is granted by Customer or conferred by a court of competent jurisdiction.

- 11.3 Limit on Actions. Any dispute or other action arising out of this Agreement must be brought within four (4) years after completion of the completion of the last outstanding Statement of Work hereunder.

## 12. GENERAL PROVISIONS

- 12.1 Publicity. Upon Customer's prior written consent, Ciber may reference its general business relationship with Customer for marketing purposes. Customer shall have the right to respond to any and all inquiries that result from such marketing.
- 12.2 Applicable Laws. Each party will comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements, as they exist now and as they are changed, amended or modified during the term of this Agreement. The parties agree that the exclusive venue for any litigation arising out of this Agreement shall be in the California Superior Court located in Sonoma County, California, or if such litigation must be filed in federal court, in the Northern District of California. California procedural and substantive law shall govern this Agreement without respect to conflict of law principles. Each party agrees to a waiver of jury trial in all disputes.
- 12.3 Export Controls. Neither party will knowingly export or re-export or cause to be exported or re-exported any Work Product to any country for which the U.S. government requires an export license or other government approval without first obtaining the required license or approval. No employees, agents, contractors or subcontractors of Ciber shall access, download, or receive Customer data from outside the United States without Customer's written pre-approval.

- 12.4 Notices. All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (a) delivered personally; (b) sent by confirmed email or facsimile (followed by the actual document); or (c) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE CUSTOMER:  
Veronica Ferguson  
County Administrator  
575 Administration Drive, Suite 104A  
Santa Rosa, CA 95403

COPY TO:  
Donna Dunk  
Assistant Auditor-Controller  
585 Fiscal Drive Ste. 100  
Santa Rosa, CA 95403

COPY TO:  
Verne Ball,  
Deputy County Counsel  
575 Administration Drive, Suite 104A  
Santa Rosa, CA 95403  
FAX: (707) 565-2421

IF TO CIBER:  
CIBER, Inc.  
6363 South Fiddler's Green Circle, Suite 1400  
Greenwood Village, CO 80111  
Attn: Tom Heldt  
Phone: 317-847-9123  
Email: theldt@ciber.com

COPY TO:  
CIBER, Inc.  
6363 South Fiddler's Green Circle, Suite 1400  
Greenwood Village, CO 80111  
Attn: Law Department  
Phone: 303-220-0100  
Fax: 303-224-4125

- 12.5 Non-Discrimination. Without limiting any other provision hereunder, Ciber, its employees, and its contractors, 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. Ciber 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.

- 12.6 Entire Agreement. This Agreement, the applicable Exhibits, and SOWs set forth the entire agreement of the parties relating to the Services and Work Product provided by Ciber and supersede all prior written or oral understandings, agreements, or representations by or between the parties with respect to these subjects and the parties shall not be permitted to rely on any written or oral understandings, agreements or representations made prior to execution or outside of this Agreement, any other written or oral agreements, statements or representations made outside of the four corners of this Agreement or any course of dealing, trade usage or course of performance. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.
- 12.7 Waiver. No delay or failure by a party in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power, or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power, or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
- 12.8 Survival. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.
- 12.9 Force Majeure. If either party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, criminal acts, acts of the public enemy, acts of government in a sovereign or contractual capacity, acts of war or terrorism, or attempted acts of terrorism, or acts of God or nature (a "**Force Majeure Event**"), the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed; provided that each party will use commercially reasonable efforts to perform under the Agreement despite such Force Majeure Event. If a Force Majeure Event continues for a period of more than thirty (30) days, Customer may terminate an affected SOW upon written notice to the other party and Customer will pay Ciber for all work performed, Work Product created and expenses incurred through the effective date of termination.
- 12.10 Severability. If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected. Notwithstanding the foregoing, if the invalid, void or unenforceable provision is material to the basis of the bargain of this Agreement or any SOW hereunder, or materially affects the relative economic benefits to the parties, both parties shall in good faith agree upon an equitable modification of such provision or the application thereof.
- 12.11 Parties in Interest. This Agreement is enforceable only by Ciber and Customer. It is not a contract or assurance regarding compensation, rights, obligations, or benefit of any kind to any other party. There are no third-party beneficiaries of this Agreement.
- 12.12 Assignment and Successors. Neither party may assign this Agreement without the other party's prior written consent. This Agreement benefits and will be binding upon Ciber, Customer, and their respective successors, heirs, and assigns.

12.13 Insurance. Ciber will provide a certificate of insurance evidencing the workers' compensation, general liability, errors and omissions and automobile coverages as set forth in Exhibit D to the Agreement.

The parties, intending to be legally bound, have executed this Master Services Agreement as of the Effective Date.

**COUNTY OF SONOMA, CALIFORNIA**

**CIBER, INC.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Approved as to form for County of Sonoma:**

\_\_\_\_\_  
Verne Ball, Deputy County Counsel

\_\_\_\_\_  
*Date*

AGREEMENT FOR PROFESSIONAL TRAINING SERVICES

This agreement ("Agreement"), dated as of February 5, 2013, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Maverick Solutions, LLC (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified Oracle implementation and training expert, experienced in providing project team training and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for project team training 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 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 established by the County and provided to and agreed upon by the Consultant and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and the Scope of Work, 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.
- 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.

#### 1.5 Course Cancellation After Agreed Upon Date.

- a. The parties will make a good faith attempt to secure dates for this training that are acceptable to both Sonoma County and to Maverick Solutions. If Sonoma County cancels a class within two weeks of its start date, the full charge for the class is due and payable. Maverick Solutions will make every attempt to re-schedule if necessary.

## 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 lump sum amount for each training class completed as specified in Exhibit A, regardless of the number of hours or length of time necessary for Consultant to complete the services. Total compensation for all training services will not exceed \$155,450. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

A breakdown of costs used to derive the cost for each training class and the total not-to-exceed amount of \$155,450, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibit A, attached hereto and incorporated herein by this reference.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by the County's Auditor-Controller-Treasurer-Tax Collector department head. The bill[s] shall identify the services completed and the amount charged. Bills shall be submitted to the County following the completion of each training class. Consultant is responsible for submitting the bill in a timely manner.

Terms are Net 30 as stated in Scope of work, 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 February 5, 2013, until the completion of all training courses described in the Scope of Work 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 15 days 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 Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.



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 Auditor-Controller-Treasurer-Tax Collector Department Head, 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 Auditor-Controller-Treasurer-Tax Collector 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 [Removed]

9.11 Ownership and Disclosure of Work Product. Maverick Solutions owns all intellectual property rights to courseware and material presented in course. County participants in Maverick's course shall be entitled to permanently keep and use the educational materials they receive. County personnel who do not participate in Consultant's course are not authorized to use Consultant's educational materials.

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:	County of Sonoma ACTTC 585 Fiscal Drive, Suite 100 Santa Rosa, CA 95403
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TO: CONSULTANT:	Maverick Solutions 8521 Six Forks Road, Suite 108 Raleigh, NC 27615
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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: \_\_\_\_\_

COUNTY: COUNTY OF SONOMA

\_\_\_\_\_

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

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

Department Head

Name: \_\_\_\_\_

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

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

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

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: \_\_\_\_\_

# **MAVERICK** **SOLUTIONS**





Training is not just an event at Maverick Solutions. We treat each class with care, and before your training begins, we will partner with you to ensure understanding of, and alignment with, your expectations for each training initiative. Our firm can offer you a complete end-to-end training solution. We cover project team implementation training (both technical and functional), as well as end-user training, while using an integrated approach. Each class that we deliver has the next class in mind, and we will strategically partner with you to ensure that your project is successful. In 13 years of delivering onsite training, we have found that the better we understand our audience and their requirements, the better the training will be received. Our Logistics Managers will work through all the logistics of the training with you before we start, and our talented instructors will deliver the training using their first-hand experiences to enhance the training for your learners. Our training is **tailored, private training** which will be delivered **onsite**. Maverick Solutions is uniquely qualified to help you with your training initiative, and we look forward to working with you and your team.

**By partnering with Maverick Solutions, your organization will receive the following unique benefits:**

- **All-inclusive, highly competitive pricing:** Our price includes instructor airfare, hotel, and other associated travel expenses. Additionally, our price includes tailoring of courseware, printed course manuals for each student, and the use of our hosted environment for your entire team.
- **High-quality Instructors:** Our instructors are Oracle certified and also real-life practitioners with real, hands-on experience. 100% of Maverick's instructor team are active, Oracle implementation experts, not professional slide readers.
- **Experience:** Maverick Solutions has the experience to deliver the Oracle training you require. Specifically, we have delivered over 3,000 onsite training sessions with 100% customer satisfaction.
- **Courseware:** Our courseware is the most current in the industry, written by real-world practitioners with a hands-on learning focus, and is professionally printed, bound, and provided to each student in every Maverick class.
- **Easy for you:** Our staff will coordinate all aspects of the training delivery, making the process easy for you and your learners. This includes logistics for the instructor, shipping and delivery of courseware, and classroom PC setup or ensuring access to our hosted training environments.

**Maverick Solutions Key Facts:**

- Founded in 1999 by former Oracle Education staff.
- Thousands of successful classes delivered in 13 years of business.
- Over 40 schools across the United States trust Maverick for their training needs.
- Implementation / Project Team Training (technical and functional), as well as End-User Training.
- Significant experience in building and delivering entire curriculum for large-scale implementations.
- Our core competency is training. Maverick Solutions is not a consulting company that does training on the side; we are a training company focused solely on Oracle-related training.
- Courseware available for PeopleSoft and E-Business Suite ERP, OBIEE, Hyperion, Fusion Middleware, and Oracle Database.
- Maverick's prices include travel and expense. Please take this into consideration during your evaluation process.
- **The only true alternative** to Oracle U. for clients seeking the simplicity and savings of one competent vendor for Oracle-related training.






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### Organizations partnering with Maverick Solutions experience:

- **20-40% savings** compared to "true" competition.
- **Simplicity and efficiency** associated with working with one training partner.
- **Dramatic improvements on project outcomes** due to well-trained staff.
- **Decreased downtime** associated with training travel, setup, etc.
- **Maximum retention of information taught**, improving student 'usability' of the material.

### Why? How? Because we provide:

- Private, onsite training. Your site. *Only* your staff.
- Materials tailored to *your* implementation and team.
- World-class instructors that are experienced implementers, not professional slide readers.
- Courseware developed by certified, experienced consultants, with implementation backgrounds.

## MAVERICK'S TRAINING EXPERIENCE

### Courseware

Maverick works diligently to enhance and expand our curriculum. By ensuring that our clients receive training on the latest versions of software, along with the practical "field-testing" of our instructors' implementation work, Maverick clients can rely on our training to be effective as they apply what they've learned. Our courseware and instructor experiences have been blended into a real-world curriculum that concisely articulates key knowledge points and best practices that are essential to implementation success. The "hands-on" nature of every Maverick course plays a key role in each student's success – allowing participation, and giving students the ability to practice their learning in a classroom environment. **On average Mavericks printed courseware curriculum will cover 100 pages of material per day.** Our clients and their staff return to the workplace with the powerful tools, training material, and insights that allow them to maximize the benefits of their Oracle-related deployments.

### Instructors

We believe the best way to train our clients is by bringing our technical consultants—who are also great at teaching—into the classroom. Our instructors are OCP (Oracle Certified Professional) certified for the appropriate courses that they teach. They each have years of hands-on experience in their field and bring that experience to the classroom. Each of our instructors receive periodic peer reviews, and they each continue to get hands-on experience in their area of expertise to help them stay on top of their game.

### Delivery Methods

Our clients continually come back to Maverick, not only for our knowledge but because we are uniquely able to provide them with flexible delivery options that fit within their schedules. We offer all of our courses onsite, as well as virtually. Maverick Solutions partners with our clients to determine the appropriate mix of delivery methods which will best meet their needs, based on our extensive industry experience.

### Sandbox

Sonoma and its consultant will be granted full access and authority to modify the PeopleSoft application configuration in Sandbox. The application environment will be fully dedicated to the customer to support GL chart of accounts analysis, etc.

Sonoma's Oracle PeopleSoft licensing will allow Sonoma County and its consultant to use Mavericks Sandbox, and change configuration for the entire 3 months. Customer is responsible for satisfying their Oracle licensing requirements by purchasing license prior to training and use of Sandbox.

Maverick will only host the requested sandbox, and will not maintain these environments other than providing clean-state, restore-point backup.



## Pricing

The combination of the best instructors and great courseware is rare. But to have this combination available to your company for a reasonable price is rarer still. At Maverick Solutions, we make our pricing as simple as possible. For onsite training, we have a daily rate that includes everything – the training, the instructor's travel and expenses, the courseware, and the hosting of the training environment. We have a simple pricing model which saves most customers over 30% when compared to the competition.

8521 Six Forks Road, Suite 108  
 Raleigh, NC 27615  
 Phone (919) 844-2000 ext 2634  
 Fax (919) 882-9443

Sonoma County

Proposal Date: Friday, January 21, 2013 - **Private, Onsite Delivery for All Training** - Delivery Dates TBD

### Description:

### Investment:

#### Project Team Training:

Introduction to PeopleSoft FMS & SCM (16 Student 1 day)	\$4,900.00
General Ledger (4 Student 3 day)	\$11,100.00
Accounts Payable (4 Student 3 day)	\$11,100.00
Accounts Receivables (4 Student 3 day)	\$11,100.00
Project Costing (4 Student 3 day)	\$11,100.00
Query for Financials (16 Student 2 day)	\$9,400.00
Asset Management (4 Student 3 day)	\$11,500.00
Purchasing (4 Student 3 day)	\$11,100.00
eProcurement (4 Student 2 day)	\$8,400.00
PeopleTools I&II Accelerated (6 Student 5 day)	\$30,150.00
Essbase Bootcamp (4 Student 4 day)	\$13,800.00
Hyperion Planning –Public Sector Budgeting and Planning (6 Student 3 day)	\$12,300.00
First Two Months' People Soft 1 <sup>st</sup> Sandbox <b>free of charge</b>	\$00.00
Third Month People Soft 1 <sup>st</sup> Sandbox	\$5,000.00
Second People Soft Sandbox \$1500.00 per month (Estimate 3 month requirement)	\$4500.00

**Project Team Training Total:** **\$ 155,450.00**

*Tailoring of courseware*  
*Printed courseware manuals*  
*Instructor travel and expenses*

*included*  
*included*  
*included*

**Total Investment (all inclusive pricing):** **\$155,450.00**

Customer is responsible for the set up of the student PCs or laptops. If needed, Maverick Solutions will be happy to provide assistance with the setup.

Every attempt is made to secure dates for this training that are acceptable to both Customer and to Maverick Solutions. If the Customer cancels a class within two weeks of its start date, the full charge for the class is due and payable. Maverick Solutions will make every attempt to re-schedule if necessary.

Terms are 30-day net from completion of class. Payment options are included on the invoice.

Please sign this document and email it to [jchapman@mavericksolutions.net](mailto:jchapman@mavericksolutions.net) to confirm your class.

\_\_\_\_\_  
 Authorized Employee - Sonoma County

\_\_\_\_\_  
 Date

**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*.

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

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

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

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 Insurance Services Office form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents, and Employees shall be 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 the 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 Insurance Services Office 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 Insurance:
    - i. Copy of the additional insured endorsement or policy language granting additional insured status and
    - ii. Certificate of Insurance.

### 3. Standards for Insurance Companies

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

### 4. Documentation

- a. The Certificate of Insurance must include the following reference: Enterprise Financial System Training.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
 

County of Sonoma, its Officers, Agents, and Employees  
Attn: Auditor-Controller-Treasurer-Tax Collector  
585 Fiscal Drive, Suite 100  
Santa Rosa, CA 95403
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. 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.

### 5. Policy Obligations

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

### 6. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, 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.

**Enterprise Financial System Project Budget  
2/5/2013**

	<b>Phase 1</b>	<b>Phase 2</b>	<b>Total Budget</b>
<b>Hardware/Software and Implementation Services:</b>			
Hardware	178,092	121,908	300,000
Operating System/Database Licenses	474,912	325,088	800,000
Operating System/Database Licenses Maintenance	124,071	84,929	209,000
Oracle/PeopleSoft Licenses	561,683	384,485	946,168
PeopleSoft Maintenance Fees	370,711	253,760	624,471
CIBER Implementation Services	3,301,412	2,259,893	5,561,305
OnBase Integration & Department Scanners	300,975	206,025	507,000
OnBase Maintenance Fees	230,926	158,074	389,000
Outside Resource for End User Training	171,562	117,438	289,000
Maverick Project Team Training	92,281	63,169	155,450
Internal Staffing	3,680,566	2,519,434	6,200,000
Technical Training	29,682	20,318	50,000
Departmental Vendor Interface Costs	58,177	39,823	98,000
<b>Total Hardware/Software and Implementation Services</b>	<b>9,575,049</b>	<b>6,554,345</b>	<b>16,129,394</b>
<b>Project Management/Risk Mitigation Services:</b>			
Project Auditor	58,823	41,177	100,000
GFOA Consulting Contract	27,647	19,353	47,000
Project Management Consulting	825,881	578,119	1,404,000
Outside Legal Counsel	58,823	41,177	100,000
Legal Services-County Counsel	29,412	20,588	50,000
<b>Total Project Management/Risk Mitigation Services</b>	<b>1,000,587</b>	<b>700,413</b>	<b>1,701,000</b>
<b>Miscellaneous Administrative Costs:</b>			
Communications	27,478	16,522	44,000
Supplies & Expenses	15,613	9,388	25,000
Project Office Rent	167,366	100,634	268,000
Office Furnishings	87,430	52,570	140,000
Office Equipment	24,980	15,020	40,000
ISD Baseline Charges for PC's	144,260	86,741	231,000
PC's & Setup	18,735	11,265	30,000
<b>Total Miscellaneous Administrative Costs</b>	<b>485,861</b>	<b>292,139</b>	<b>778,000</b>
<b>Contingencies</b>	<b>1,594,930</b>	<b>1,196,329</b>	<b>2,791,259</b>
<b>Financing Costs</b>	<b>328,244</b>	<b>665,296</b>	<b>993,540</b>
<b>Total Project Budget</b>	<b>12,984,671</b>	<b>9,408,522</b>	<b>22,393,193</b>

## Financing Options Summary

	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17 -18	Total
Scenario 1 - Pay as we go							
Additional County \$	-	8,335,877	4,782,231				13,118,108
Scenario 2 - Max Treasury Costs							
<u>Amount Financed</u>		<u>8,500,000</u>	<u>4,972,000</u>				<u>13,472,000</u>
<u>Treasury Finance costs</u>		768,146	449,320				<u>1,217,467</u>
Scenario 3 - Min Oracle/Max Treasury Costs							
Amount Financed	946,168	7,700,000	5,200,000				13,846,168
Oracle Finance costs	62,598						62,598
<u>Treasury Finance costs</u>		<u>680,488</u>	<u>459,551</u>				<u>1,140,039</u>
<b>Total Financing Costs</b>	62,598	680,488	459,551	-	-	-	<b>1,202,637</b>
<b>Scenario 4 - Max Oracle (LOC)/Max Treasury Costs</b>							
<b>Amount Financed</b>	<b>1,952,501</b>	<b>2,982,667</b>	<b>11,510,000</b>	<b>471,305</b>			<b>16,916,473</b>
Oracle Finance costs	131,876	172,763	103,752	16,380			424,771
<u>Treasury Finance costs</u>			<u>568,768</u>				<u>568,768</u>
<b>Total Financing Costs</b>	<b>131,876</b>	<b>172,763</b>	<b>672,520</b>	<b>16,380</b>	-	-	<b>993,540</b>
Scenario 5 - Oracle 6.6 m Fixed/Max Treasury Costs							
Amount Financed	6,507,473	6,400,000	4,300,000				17,207,473
Oracle Finance costs	418,125	-	-	-			418,125
<u>Treasury Finance costs</u>		<u>514,867</u>	<u>345,926</u>				<u>860,793</u>
<b>Total Financing Costs</b>	418,125	514,867	345,926	-	-	-	<b>1,278,918</b>
Scenario 6 - Oracle 6.6 m Fixed plus LOC/Max Treasury Costs							
Amount Financed	7,816,473	6,800,000	3,300,000				17,916,473
Oracle Finance costs	503,336	-	-	-			503,336
<u>Treasury Finance costs</u>		<u>509,213</u>	<u>247,118</u>				<u>756,331</u>
<b>Total Financing Costs</b>	503,336	509,213	247,118	-	-	-	<b>1,259,667</b>

Scenario 4 in bold is the recommended Option

Charges To Departments	FY 14-15	FY 15-16	FY 16-17	FY 17 -18	FY 18-19	FY 19-20	FY 20-21
Scenario 1							
Amortized Project Recovery	2,451,395	2,451,395	4,279,931	4,279,931	4,279,931	1,828,535	1,828,535
Operating Costs			255,000	350,000	650,000	650,000	650,000
Less Operating Savings							
Total	2,451,395	2,451,395	4,534,931	4,629,931	4,929,931	2,478,535	2,478,535
Scenario 2							
Amortized Project Recovery	2,451,395	2,451,395	4,279,931	4,279,931	4,279,931	1,828,535	1,828,535
Operating Costs			255,000	350,000	650,000	650,000	650,000
Additional Operating Costs (Debt service) after recovery			318,312	318,312	318,312		
Less Operating Savings							
Total	2,451,395	2,451,395	4,853,243	4,948,243	5,248,243	2,478,535	2,478,535
Scenario 3							
Amortized Project Recovery	2,451,395	2,451,395	4,279,931	4,279,931	4,279,931	1,828,535	1,828,535
Operating Costs			255,000	350,000	650,000	650,000	650,000
Additional Operating Costs (Debt service) after recovery		106,000	616,457	510,457	192,457		
Less Operating Savings							
Total	2,451,395	2,557,395	5,151,387	5,140,387	5,122,387	2,478,535	2,478,535
<b>Scenario 4</b>							
Amortized Project Recovery	2,451,395	2,451,395	4,279,931	4,279,931	4,279,931	1,828,535	1,828,535
Operating Costs			255,000	350,000	650,000	650,000	650,000
Additional Operating Costs (Debt service) after recovery		599,007	(1,183,359)	(2,482,910)			
Less Operating Savings							
Total	2,451,395	3,050,403	3,351,571	2,147,021	4,929,931	2,478,535	2,478,535
Scenario 5							
Amortized Project Recovery	2,451,395	2,451,395	4,279,931	4,279,931	4,279,931	1,828,535	1,828,535
Operating Costs			255,000	350,000	650,000	650,000	650,000
Additional Operating Costs (Debt service) after recovery		402,000	(103,180)	(3,073,931)			
Less Operating Savings							
Total	2,451,395	2,853,395	4,431,750	1,556,000	4,929,931	2,478,535	2,478,535
Scenario 6							
Amortized Project Recovery	2,451,395	2,451,395	4,279,931	4,279,931	4,279,931	1,828,535	1,828,535
Operating Costs			255,000	350,000	650,000	650,000	650,000
Additional Operating Costs (Debt service)			(864,860)	(3,073,931)			
Less Operating Savings							
Total	2,451,395	2,451,395	3,670,071	1,556,000	4,929,931	2,478,535	2,478,535

Notes -- existing operating costs only FY12-13 and FY 13-14 = approx \$ per year

-- Costs would drop to operating only after FY 20-21.

-- Scenario 1 Results in about \$8 M to repay GF over last 5 years or for future replacement

-- Scenarios 2 & 3 Result in about \$1.8 M to repay GF over last 2 years or for future replacement

-- Scenarios 4-6 Result in about \$3.9 M to repay GF over last 3+ years or for future replacement

**Scenario 4 in Bold is the recommended Option**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 34**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 5, 2013

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Christina Rivera 3779

**Supervisorial District(s):**

County Wide

**Title:** FY 2013-14 Budget Policy Workshop

**Recommended Actions:**

- A. Fiscal Year 2013-14 Budget Policy Workshop –
- B. Receive Fiscal Year 2013-14 Budget Policy Workshop Report including current year mid-year estimates, multiyear fiscal projections, and state budget impacts to provide direction for the preparation of the Fiscal Year 2013-14 Budget; and approve updated financial and operational policies.
- C. 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, Sonoma Valley County Sanitation District; and the South Park County Sanitation District adjusting the Fiscal Year 2012-13 budget for the second quarter consolidated budget adjustments (4/5 vote required).
- D. 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 Second Quarter Consolidated Budget Adjustments.
- E. Adopt a Resolution of the Sonoma Valley County Sanitation District adjusting the adopted Fiscal Year 2012-2013 Budget. (2/3 Vote Required)



## **Executive Summary:**

Each year staff requests policy direction and guidance from the Board in preparing the budget for the upcoming year. Included in this report are the latest projections of County General Fund costs and resources for the coming year and the following four years; some information on local impacts from the Governor's proposal for the state budget; and information on how the current year budget looks at about the halfway point with any implications for the coming year -- all to provide context for the policy direction being sought.

Due to the County's focus on fiscal prudence, the FY 2013-14 revenues and expenditures are projected to be nearly in balance, substantially closing prior years' structural deficits. Looking forward fiscal projections result in a marginal deficit of approximately \$2 million in FY 2014-15. Even though fiscal projections depict a manageable outlook it is important to remark that our current fiscal resource level will not help us achieve the County's strategic goals. The projections do not assume addressing current priorities such as county road infrastructure, upgrade and replacement of Information Technology systems, reducing pension liability, and building reserves to the recommended level of 15% of General Fund revenues.

Detailed discussion on current year estimates, 5-year fiscal forecast, and partial list of unmet needs is included in the Attachment 1 - Budget Policy Direction Report.

## **Consolidated Budget Adjustments**

At midyear point in FY 2012-13 departments provide estimates of how actual expenditures are expected to compare with the budget as approved by your Board in June of 2012 and adjusted in the first quarter consolidated budget adjustment process. If any changes are required at this time, they are included in this report.

Total budgetary adjustments increase expenditures by \$13.4 M and revenues by \$2.8 M; which are divided in two major categories: those where the department is requesting Board consideration for one or more activities requiring budget adjustments or position allocation changes; and those where the Board has previously approved the action leading to the need for the budget adjustment (non-policy).

Budget Adjustments for Board consideration total \$5.8 M in expenditures offset by \$1.9 M in revenues with a \$4 M use of fund balance. The General Fund portion of this includes \$263,000 in expenditures and revenues with no General Fund net cost. The major adjustments include:

1. Sheriff Office- Recommended Projects at North County Detention Facility include fencing and camera installation to improve security, tenant improvements for the Narcotics Unit Office and position upgrades including the addition of a Staff Supervisor and a Civil Bureau Specialist; \$211,000 (expenses/revenues)
2. Health Services- Multiple grant/allocation funding changes, and net increase of 2.65 full time equivalent (FTE) position to better leverage and access federal and grant funding and align the duties performed with appropriate job classifications, and make some partial positions full time. Position increases include adding 1.0 Health Program Manager for expanded First 5 Sonoma programs and evaluation activities; as well as 1.20 Senior Public Health Nurse, 0.40 Public Health Aide II, 0.60 Supervising Nutritionist, 0.25 Public Health Nurse (offset by partial deletions); \$123,000 expenses/\$143,000 in revenues.

3. Human Services-MediCal Funding ramp-up adding 1.0 FTE Program Planner to support California Healthcare Eligibility, Enrollment and Retention System project; and Area Agency on Aging position adjustment +.2 FTE; \$97,000 expenses/revenues
4. Water Agency General - relocation expenses, building maintenance, Service Center Parking lot project and emergency generators, replacement pumps, and a truck replacement \$1.3 M expenses/\$422 k revenues; Flood control projects (Green Valley Stream Crossing and Fife Creek) \$125,000 expense; Water Transmission –Sonoma Valley Groundwater Model Upgrade and the Sonoma Creek Seepage Study and interest due for Sonoma Aqueduct Revenue Bond Fund \$258,000 expense; and Agency General Fund - loss of Asset adjustment due to sale of property to SMART \$3.4 M expenses/\$935k revenues
5. Regional Parks adds 1.0 FTE Park Program Assistant to focus on increased membership outreach, funded by higher than anticipated membership revenues; \$52,000 expenditures/revenues.

Budget adjustments reflecting prior actions of the Board or technical changes, affect 17 departmental budget units, totaling \$7.6 M in expenditures offset by revenues/ reimbursements of \$0.95 M for a total net use of fund balance of \$6.6 M. The General Fund portion is \$1.06 M in expenditures and \$1.5 M in revenues.

Detailed budget and position changes are listed in Attachment 2 Budgetary Adjustment Resolutions (Exhibit A) and Attachment 3 - Concurrent Position Allocation Resolution (Exhibit B).

**Prior Board Actions:**

Annually, the Board provides policy direction to guide the County Administrator in development of the recommended budget.

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

Annual evaluation of fiscal sources and uses in preparation for the new year budget plan, and periodic adjustments to the Adopted Budget facilitate the County’s ability to deliver services

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 13,421,261	State/Federal	\$
	\$	Fees/Other	\$ 2,811,258
	\$	Use of Fund Balance	\$ 10,610,003
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 13,421,261</b>	<b>Total Sources</b>	<b>\$ 13,421,261</b>

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

Fiscal impact reflects various changes to the FY 2012-13 Adopted Budget which are detailed in the summary above and the associated resolutions' exhibits. Current General Fund Contingencies balance is \$3,698,036. If the Board approves the recommended budget adjustments (drawing \$383k), the remaining available General Fund Contingencies amount will be \$3,315,106.

**Staffing Impacts**

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

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

Resolution attached increases allocations as follows: Health Services by 2.65 FTE; Human Services by 1.20 FTE; Regional Parks by 1.0 FTE; Sheriff Office by 4.0 FTE; and UC Cooperative Extension by 0.60 FTE

**Attachments:**

- 1- Budget Policy Workshop Letter
- 2- Budget Adjustment Resolution
- 3- Position Allocation Changes Resolution

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

None



## OFFICE OF THE COUNTY ADMINISTRATOR

### COUNTY OF SONOMA

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**JENNIFER M. MURRAY**  
DEP. COUNTY ADMINISTRATOR  
**JIM LEDDY**  
COMMUNITY & GOV'T AFFAIRS MANAGER

February 5, 2013

TO: Board of Supervisors

FROM: Veronica Ferguson, County Administrator

SUBJECT: **FY 2013-14 Budget Policy Direction Report**

This report contains the following elements in order to present the Board with context from which to provide policy direction and guidance to staff in preparing the FY 2013-14 Budget:

1. Current FY 2012-13 Mid-Year Estimates
2. Financial Projections FY 2013-14 through FY 2017-18
3. Governor's Proposed State Budget program and service impacts
4. Recommended Budget Policies
5. Status updates on Board direction provided during the FY 2012-13 Budget Hearings

### **Fiscal Projections**

Due to the County's focus on fiscal prudence, the FY 2013-14 revenues and expenditures are projected to be nearly in balance, substantially closing prior years' structural deficits. Looking forward, fiscal projections result in a marginal deficit of approximately \$2 million.

Barring any economic downturns, county finances appear to be no longer in a decline from the recession of 2007-09. In addition, the Governor's fiscal projections are positive and at the time of this writing staff are not aware of any significant program and/or service impact from the proposed state budget. However, the results of the ongoing federal debate regarding "debt limit" and "fiscal cliff" are yet to be known

Although fiscal projections depict a balanced and manageable outlook, it is important to remark that our current fiscal resources level does not provide for achieving the County's strategic goals. The projections do not assume addressing current priorities such as county road infrastructure, upgrade and replacement of Information Technology systems, reducing pension liability, and building reserves to the recommended level of 15% of General Fund revenues.

Our mid-year projections of current activity show an estimated carryover fund balance of \$9.2 million. Given only half of this fiscal year's expenses have been realized, estimates tend to

be conservative. Thus, we remain confident we will achieve the goal of \$10 million by year-end. This is largely the result of the Board not spending all available General Fund Contingencies, which we estimate will remain about \$3 million unused. It is also the result of \$3.9 million in unanticipated 1991 Realignment Human Services programs caseload repayment for FY 2007-08 through FY 2010-11. In other words, as our community's social services needs increased during the recession years, and the state 1991 Realignment financing was not allocated to meet the increased need, the Board of Supervisors backfilled with General Fund, which is being repaid in FY 2012-13 as a result of the state's sales tax growth.

With mid-year estimates, revised FY 2012-13 adopted budget, and economic data trends available at the time of this report, we have updated our multi-year fiscal forecast. The projections as shown in Exhibit 1A now extend until FY 2017-18 and reflect the following:

- Property Tax revenues – increasing 0.75% for FY 2012-13, then increasing slowly 1-2% per year
- Sales Tax revenues – growing by 3-4% per year (including Public Safety Sales taxes)
- Other Property Tax Related revenues - flat with a modest growth in future years
- Property Tax delinquencies dropping off in the next two years before stabilizing
- No base salary increases for next year with minor increases for step increases into the future but no cost of living adjustments. Resulting in flat to 2.3% growth in FY 2014-15 Salaries and Benefits mainly due to retirement costs
- Increased Retirement Costs as the 2008 market losses work their way into our rates, reflecting new tier based upon actuary estimates, pension obligation bond debt service schedules, and recent and future expected changes to market earnings
- Public Safety Realignment costs as envisioned thus far
- Graton Casino revenues and matching county expenses per the agreement. The new funding designations will be updated in the future when the Board approves specific uses plan
- Contingencies and Carry-over fund balance at flat levels each year

As always, there are many unknowns that have the ability to swing these numbers and each 1% change in revenues or expenses is worth nearly \$4 million. Some examples not factored into baseline projections include potential costs or savings as result of labor negotiations during the projections period; and additional losses as a result of state or federal budget balancing efforts.

Expansion of the Fiscal Projections as illustrated in Exhibit 1B list the priorities yet to be addressed towards the implementation our strategic plan goals, as well as the potential savings from Salaries & Benefits negotiations.

The results depict a negative imbalance between sources and uses of \$25-\$30 million. The partially identified unmet needs listed include the following:

- Additional \$8 million towards Roads
- New Enterprise Financial System \$13 million initial investment and \$1 - \$2.5 million annually

- New information systems for Permit & Resources Management, Case Management, and Jail Management tool totaling \$10.4 million initial investment. Ongoing costs not yet estimated
- Additional \$2 million towards Facilities Maintenance & Improvements at a level consistent with asset management standards. No dollar amount is included for the Comprehensive County Facilities Plan, which is preliminary estimated to range between \$218 and \$258 million
- Career/Succession planning and implementation estimated at \$1 million annually
- \$1 to \$2 million preliminary high level estimate associated with full implementation of the Healthcare Reform. Estimate is primarily associated with excise tax in FY 2017-18. A full analysis will be commissioned to outside Actuary services and the results will be presented to the Board
- \$89 million cumulative over the next five years to buy down Retirement Unfunded Actuary Accrued Liability to 10% of total Salaries & Benefits
- \$2 - \$3 million annual increase to Reserves to achieve the recommended 15% of General Fund revenues as projected in FY 2017-18

This expanded projection also shows a \$41 million, five year cumulative amount, of potential savings from re-setting salaries and benefits down by 3% of current levels, and the associated outside revenue loss from reduced operating costs.

### **State Budget**

On January 10, Governor Brown released his proposed 2013-14 Budget. The proposed Budget reflects significant improvement in the state's finances as a result of continued economic recovery and voters' approval of Propositions 30 (temporary income and sales tax increase) and 39 (single-sales tax factor method for multi-state corporations) in the November 2012 statewide elections.

State General Fund spending is projected to increase by 5 percent, from \$93 billion in FY 2012-13 to \$97.7 billion in FY 2013-14, with a majority of the increased spending occurring in education and health. General Fund revenue is also anticipated to increase from \$95 billion in FY 2012-13 to \$98.5 billion in FY 2013-14. Although positive overall, the Governor does identify some economic risks, including federal fiscal challenges, rising health care costs, and the impact of court decisions, that could negatively impact the proposed Budget.

For the past several years, the State Budget has included significant reductions in funding for County programs and services. The proposed 2013-14 Budget generally supports the same level of program funding and service levels as established in FY2012-13. This is good news, tempered by the reality that State programs have and will continue to be underfunded. The level of need far exceeds available resources.

Based on the County's initial review of the proposed State Budget, some Health and Human Services programs may receive increased funding in 2013-14. Human Services estimates they will receive \$1.9 million in increased funding for 1991 and 2011 Realignment. Health Services also anticipates an increase of \$400k in 2011 Realignment funding for Mental and Behavioral Health programs. Other Human Service programs for which we anticipate increased funding

include: CalWORKs (\$1.75 million) to support programmatic changes in employment services for clients involved in Welfare to Work activities; CalFresh (\$1.2 million) to reflect caseload growth; and Healthy Families (\$598,000) for transition related to Health Care Reform. Public Safety Realignment assumes the continuation of funding, which is dependent on the actual revenues received from a state special fund sales tax (1.0625 percent) and Vehicle License Fees. Counties are currently working with the State Department of Finance on the allocation of any Public Safety Realignment growth funds that may be available.

### *Health Care Reform*

Summary: The Governor's proposed budget commits to implementing the Affordable Care Act (ACA). The Governor's budget raises significant fiscal issues related to the source of funding and County versus State roles in the optional expansion of Medi-Cal for individuals between 100% and 138% of the federal poverty level. For this population, the budget proposes two options to expand coverage: a "State-Based Approach" and a "County-Based Approach". The "State-Based Approach" is built on the existing state administered Medicaid program and managed care delivery system (Partnership Health Plan in Sonoma County). Under this approach the State would offer a standardized benefit similar to Medi-Cal and would remain fiscally and programmatically responsible for the "newly eligible" individuals covered under the Medicaid expansion provisions of the ACA. Expansion under this option would be funded through the state redirecting 1991 health realignment that currently funds County health programs to other programs.

The budget also describes a "County-Based Approach" that is built on existing county Low Income Health Programs (LIHP). County LIHP programs would have to adjust their programs to meet statewide Medi-Cal eligibility and minimum benefit requirements. In Sonoma County, the LIHP is offered through the County Medical Services Program's (CMSP) Path2Health initiative.

The fiscal implications of the "State-Based Approach" and the "County-Based Approach," as well as alternate proposals, are currently being explored at the local, regional and state levels.

Impact: The Governor's budget raises significant fiscal issues related to source of funding for Medicaid expansion for newly eligible individuals. Referring to 1991 health realignment, the budget states that expansion under health care reform will require an "assessment of how much funding currently spent by the counties should be redirected to pay for the shift in the health care dollars to the state." 1991 health realignment funds core public health services in the Sonoma County Department of Health Services and funds Sonoma County's obligations for indigent health care under Section 17000 through California's County Medical Services Program (CMSP). Even after the implementation of the Affordable Care Act, the County will need to retain sufficient funding to support public health programs and meet remaining obligations under Section 17000 for residual populations.

In Sonoma County under the "State-Based Approach," Partnership Health Plan would assume responsibility for many of the individuals covered under Medicaid expansion and CMSP or local counties would have to determine how to provide the requisite obligations for residual populations. Under the "County-Based Approach" Sonoma County would be responsible for the newly eligible individuals and would have to work with CMSP and/or Partnership Health Plan to expand the Sonoma County LIHP that is currently offered through CMSP's Path2Health

program, as well as continue to provide the requisite obligations for residual populations. While the County would retain its 1991 health realignment funding, significant issues exist regarding whether that funding would be adequate given new Medi-Cal eligibility and benefit requirements, as well as uncertainty about federal funding mechanisms. In partnership with CMSP, Partnership Health Plan and the California State Association of Counties (CSAC), Sonoma County will continue to analyze each path, contemplate alternatives and strategically respond to ensure the state provides commensurate funding that protects local public health infrastructure, addresses indigent health care obligations, and expands access and services to local constituents through Medi-Cal expansion.

In addition on January 24th, the Governor issued a proclamation convening an extraordinary session of the Legislature to begin work on legislation necessary to implement the federal Patient Protection and Affordable Care Act (Federal Health Care Reform). The proclamation identifies three potential areas of focus which are: conforming state law to federal rules, Medi-Cal program changes which may be necessary, and options to allow low-cost health coverage under the new law. Staff will monitor the progress of the extraordinary session which is designed to conclude its work within a few months.

The Legislature will also begin to consider Budget Bills, with deliberation beginning following the release of the Governor's May Revise. County departments will more fully analyze State Budget impacts based on the May Revise and will bring to the Board recommendations for any related changes to the County's FY 2013-14 Budget.

### **Status of Prior Board Budget Direction**

During the budget hearings, the Board directed staff to return with a number of reports and some additional actions. Ten of the 19 instructions for action received have been completed; the Enterprise Financial System cost update report is included in today's agenda; and the remaining 8 action items are expected to be completed by the end of the fiscal year. Exhibit 1C lists each Board direction as well as current status.

### **Policy Direction**

Annually, the Board provides policy direction to guide the County Administrator in development of the recommended budget. Exhibit 1D includes specific staff recommendations in three areas:

- Direct staff to report on over \$5 million fund balances as part of the annual Recommended Budget process, and assess county owned buildings/facilities and information system assets to adjust the appropriate level of contributions for major repairs and replacements
- Establish a separate fund to accumulate county revenues derived from dissolved Redevelopment project areas
- Modify the Hiring Freeze to exclude represented job classes from the approval process.



## **Conclusion**

As a result of the county's commitment to fiscal discipline and the modest projected improvement to our economy in the coming years, the Board can build from the new normal baseline to tackle unsustainable expenditure patterns in pensions. This strategy will help the county invest resources in priority areas in future years.

It would be optimal to presume the permanent solution to finance our long term vision could be achieved in the next year or two. However, the partial list of deferred unfunded needs included in our forecast projects a deficit between \$31 to \$36 million. The future condition advances the need to test our operational assumptions and explore any and all creative ideas to help grow our resources and/or reset our spending level, while measuring success through a balanced economic, social, and environmental lens.

### **Exhibits:**

- 1-A. Multi-year County General Fund Projections
- 1-B. Multi-year GF Projections Expanded to include Unmet Needs
- 1-C. Policy Direction Items
- 1-D. Financial & Operational Policies

**GENERAL FUND 5-YEAR FISCAL PROJECTIONS**

	<b>FY 11-12 Actual</b>	<b>FY 12-13 Estimates</b>	<b>FY 12-13 Adj Budget</b>	<b>Projected FY 13-14</b>	<b>Projected FY 14-15</b>	<b>Projected FY 15-16</b>	<b>Projected FY 16-17</b>	<b>Projected FY 17-18</b>
Property Taxes	200,470,559	201,717,212	196,207,736	198,805,000	201,435,000	204,865,000	208,485,000	213,135,000
<i>Secured Property Tax</i>	<i>179,529,487</i>	<i>178,953,372</i>	<i>179,081,736</i>	<i>180,300,000</i>	<i>182,100,000</i>	<i>184,380,000</i>	<i>187,150,000</i>	<i>190,890,000</i>
<i>Redevelopment Increment</i>	<i>(7,477,854)</i>	<i>(7,543,976)</i>	<i>(7,493,500)</i>	<i>(7,600,000)</i>	<i>(7,680,000)</i>	<i>(7,780,000)</i>	<i>(7,900,000)</i>	<i>(8,060,000)</i>
<i>Residual Property Tax RPTTF</i>	<i>1,770,449</i>	<i>1,676,825</i>	-					
<i>Ppty Tax - RDA Asset Dist</i>	-	<i>3,087,580</i>	-					
<i>Supplemental Property Tax</i>	<i>922,179</i>	<i>922,000</i>	<i>1,000,000</i>	<i>1,000,000</i>	<i>1,150,000</i>	<i>1,300,000</i>	<i>1,450,000</i>	<i>1,600,000</i>
<i>Unsecured Property Tax</i>	<i>5,841,675</i>	<i>5,539,121</i>	<i>5,000,000</i>	<i>5,000,000</i>	<i>5,000,000</i>	<i>5,250,000</i>	<i>5,250,000</i>	<i>5,250,000</i>
<i>Documentary Transfer Tax</i>	<i>3,390,069</i>	<i>2,975,000</i>	<i>2,975,000</i>	<i>3,175,000</i>	<i>3,375,000</i>	<i>3,575,000</i>	<i>3,775,000</i>	<i>3,975,000</i>
<i>Sales Tax</i>	<i>14,422,889</i>	<i>14,163,285</i>	<i>13,438,500</i>	<i>14,590,000</i>	<i>15,030,000</i>	<i>15,560,000</i>	<i>16,100,000</i>	<i>16,740,000</i>
Other Taxes (mainly TOT)	2,071,665	1,944,005	2,206,000	2,340,000	2,460,000	2,580,000	2,660,000	2,740,000
Licenses/Permits/Franchises	9,901,440	10,265,778	9,958,040	10,160,000	10,360,000	10,570,000	10,780,000	11,000,000
Fines/Forfeitures/Penalties	11,295,957	17,165,546	17,090,571	8,990,000	8,890,000	8,790,000	8,880,000	8,970,000
Use of Money/Property	11,197,496	5,955,471	5,710,897	5,710,000	5,710,000	5,720,000	5,730,000	5,740,000
State and Federal Funds	80,987,924	81,526,729	81,065,381	82,890,000	84,960,000	87,300,000	89,700,000	92,170,000
Charges for Services	35,140,392	37,314,840	44,527,518	41,500,000	42,330,000	43,180,000	44,040,000	44,920,000
Miscellaneous Revenues	4,627,828	8,547,329	4,816,278	4,860,000	4,910,000	4,960,000	5,010,000	5,110,000
Other Financing Sources	15,546,449	14,595,346	14,588,059	14,880,000	21,170,000	21,590,000	22,020,000	22,460,000
Use of Fund Balance		14,258,823	14,322,390	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
<b>Total Revenues</b>	<b>369,168,045</b>	<b>391,347,074</b>	<b>388,286,870</b>	<b>377,795,000</b>	<b>389,765,000</b>	<b>396,975,000</b>	<b>404,645,000</b>	<b>413,505,000</b>
Salaries & Benefits	247,664,304	263,561,847	264,152,210	262,966,000	269,006,000	271,976,000	275,186,000	281,096,000
<i>Permanent Position Reg Wages</i>	<i>129,799,174</i>		<i>140,775,739</i>	<i>141,130,000</i>	<i>141,480,000</i>	<i>141,830,000</i>	<i>142,180,000</i>	<i>142,540,000</i>
<i>Non-Permanent Wages</i>	<i>21,328,532</i>		<i>17,733,029</i>	<i>17,700,000</i>	<i>17,590,000</i>	<i>17,530,000</i>	<i>17,580,000</i>	<i>17,620,000</i>
<i>Retirement Related</i>	<i>67,212,332</i>		<i>76,763,237</i>	<i>77,030,000</i>	<i>84,220,000</i>	<i>87,280,000</i>	<i>90,520,000</i>	<i>96,260,000</i>
<i>Other Benefits</i>	<i>29,258,925</i>		<i>32,089,234</i>	<i>32,236,000</i>	<i>32,386,000</i>	<i>32,536,000</i>	<i>32,686,000</i>	<i>32,846,000</i>
<i>Salary Savings &amp; Adjustments</i>	<i>65,340</i>		<i>(3,209,029)</i>	<i>(5,130,000)</i>	<i>(6,670,000)</i>	<i>(7,200,000)</i>	<i>(7,780,000)</i>	<i>(8,170,000)</i>
Services & Supplies	78,978,258	90,339,605	96,813,838	98,950,000	100,930,000	103,960,000	107,080,000	110,290,000
Other Charges	23,372,278	22,514,219	22,904,163	19,959,000	23,250,000	23,980,000	24,220,000	25,214,000
Fixed Assets	2,408,426	4,776,721	4,652,315	4,750,000	4,850,000	4,950,000	5,050,000	5,180,000
Operating Transfers	65,207,087	71,625,532	67,046,127	59,850,000	63,410,000	63,920,000	64,450,000	64,990,000
Reimbursements	(58,760,325)	(71,404,008)	(70,979,819)	(71,690,000)	(72,410,000)	(73,130,000)	(73,860,000)	(74,600,000)
Appropriations for Contingencies		750,000	3,698,036	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
<b>Total Expenditures</b>	<b>358,870,028</b>	<b>382,163,916</b>	<b>388,286,870</b>	<b>378,285,000</b>	<b>392,536,000</b>	<b>399,156,000</b>	<b>405,626,000</b>	<b>415,670,000</b>
<b>Surplus/(Deficit)</b>	<b>10,298,017</b>	<b>9,183,158</b>	<b>(0)</b>	<b>(490,000)</b>	<b>(2,771,000)</b>	<b>(2,181,000)</b>	<b>(981,000)</b>	<b>(2,165,000)</b>

**GENERAL FUND 5-YEAR FISCAL PROJECTIONS**

<b>Multi-year</b>	<b>FY 11-12 Actual</b>	<b>FY 12-13 Estimates</b>	<b>FY 12-13 Adj Budget</b>	<b>Projected FY 13-14</b>	<b>Projected FY 14-15</b>	<b>Projected FY 15-16</b>	<b>Projected FY 16-17</b>	<b>Projected FY 17-18</b>
Taxes	200.5	201.7	196.2	198.8	201.4	204.9	208.5	213.1
State/Fed	81.0	81.5	81.1	82.9	85.0	87.3	89.7	92.2
Charges for Services	35.1	37.3	44.5	41.5	42.3	43.2	44.0	44.9
Other	52.6	56.5	52.2	44.6	51.0	51.6	52.4	53.3
<b>Total Revenues</b>	<b>369.2</b>	<b>377.1</b>	<b>374.0</b>	<b>367.8</b>	<b>379.8</b>	<b>387.0</b>	<b>394.6</b>	<b>403.5</b>
Salaries and Benefits	247.7	263.6	264.2	263.0	269.0	272.0	275.2	281.1
Services and Supplies	79.0	90.3	96.8	99.0	100.9	104.0	107.1	110.3
Other	91.0	99.7	98.3	88.1	95.0	96.4	97.2	98.9
Reimbursements	(58.8)	(71.4)	(71.0)	(71.7)	(72.4)	(73.1)	(73.9)	(74.6)
<b>Total Expenditures</b>	<b>358.9</b>	<b>382.2</b>	<b>388.3</b>	<b>378.3</b>	<b>392.5</b>	<b>399.2</b>	<b>405.6</b>	<b>415.7</b>
Use of Fund Balance	-	14.3	14.3	10.0	10.0	10.0	10.0	10.0
<b>Excess/(Shortfall)</b>	<b>10.3</b>	<b>9.2</b>	<b>(0.0)</b>	<b>(0.5)</b>	<b>(2.8)</b>	<b>(2.2)</b>	<b>(1.0)</b>	<b>(2.2)</b>
<b>UNFUNDED NEEDS (partial list):</b>								
Roads				(8.0)	(8.0)	(8.0)	(8.0)	(8.0)
Enterprise Financial System (one-time)				(8.3)	(4.8)			
Enterprise Financial System (ongoing)					(1.2)	(1.3)	(2.6)	(2.5)
PRMD New System & Ombudsman					(2.0)			
Case Management System				(6.0)				
Jail Management System					(2.4)			
Additional Facilities Maint & Investment Estimate				(2.0)	(2.0)	(2.0)	(2.0)	(2.0)
Comprehensive County Facilities Plan			\$218 to \$258 million ????					
Career Path Planning/Workforce Succession					(1.0)	(1.0)	(1.0)	(1.0)
Health Care Reform (starting in FY 17/18)								(2.0)
Buy Down UAAL by 2024 to 10% of S&B				(10.3)	(16.0)	(18.2)	(20.7)	(23.8)
Build General Fund Reserve to 15% of Revenues				(2.9)	(2.7)	(2.4)	(2.1)	(2.0)
				<b>(37.5)</b>	<b>(40.1)</b>	<b>(32.9)</b>	<b>(36.4)</b>	<b>(41.2)</b>
<b>3% S&amp;B SAVINGS</b>				7.9	8.1	8.2	8.3	8.4
<b>3% S&amp;B Savings (Outside Rev Loss)</b>				(1.3)	(1.3)	(1.3)	(1.3)	(1.3)
<b>REVISED Excess/(Shortfall)</b>				<b>(31.4)</b>	<b>(36.1)</b>	<b>(28.2)</b>	<b>(30.4)</b>	<b>(36.3)</b>

PRIOR BOARD DIRECTION STATUS REPORT - Exhibit 1C

<b>DIRECTION DURING 2012-13 BUDGET HEARINGS</b>	<b>ASSIGNED TO</b>	<b>STATUS</b>
1. Add more Fiscal Information in Board Items	CAO	<b>Completed</b>
2. Increase link to Strategic Plan in Budget Document	CAO	Underway
3. Reserves Report	CAO	<b>Completed</b> with direction to provide periodic updates
4. Capital Needs Plan	CAO	Underway
5. Historical Uses/Changes in Uncommitted Retirement Balances	CAO	Underway
6. Report on Tribal Development Impact Monies	CAO	Underway
7. Family Justice Center Executive Director	DA	<b>Completed</b>
8. Revisit Animal Care & Control Volunteer Coordinator Reduction	Health Svcs	<b>Completed</b>
9. Social Services Unmet Needs	Human Svcs	<b>Completed</b>
10. Report twice a year on Vacation Rental Transient Occupancy Tax (TOT) Recovery	ACTTC	2013 Advertising Program Report
11. Potential Revolving fund for Individual Infrastructure Improvements	CAO/ACTTC	Underway
12. SCEIP Reduce Interest Rate	ACTTC	<b>Completed</b>
13. Report on Increasing Enterprise Financial System costs	ACTTC	<b>Separate item in today's agenda</b>
14. More Information on Revenues - Charges	CAO/Fire & Emergency Services	<b>Completed</b>
15. Report on Economic Development (ED) across all departments' initiatives	EDB	To be included in Summer 2013 ED Update
16. Report on County land for Food locations and value chain	UCCE	<b>Completed</b>
17. Provide Library Budget Detail, and 3-YR history of Fund Balance & Reserves	CAO/Library	<b>Completed</b> via the Library JPA Committee
18. Develop Communications Plan to Respond to Board & Constituents	CAO/Library	Underway
19. Review Library JPA	CAO/Library	Underway



## Exhibit 1D

### REQUESTS FOR PROPOSED NEW AND OR ADJUSTED FINANCIAL POLICIES

Staff is requesting policy direction for guidance in preparing the FY 2013-14 Budget in three areas.

#### **Budget Policy Recommendation #1**

**Title:** Fund Balances and Infrastructure Replacement

**Issue:** Board directed staff to return with recommended policies addressing specific fund balances and to provide for funds to accumulate monies for infrastructure replacement.

**CAO Recommendation:** The recommended policies below address this direction and should be included in the master set of financial policies published in the annual budget document

**Background:**

Current financial policies address the general guidance to create and maintain prudent levels of fund balances in operational funds to protect against the need to reduce services in the event of temporary revenue shortfalls. These policies set general fund discretionary reserve targets relative to annual revenues and allow for the residual operational funds budgeted but not used during the each year to be used to fund operational costs in the upcoming year. The policies also provide specific direction on uses and accounting with respect to the Tax Loss Reserve Fund, Tobacco Settlement Securitization Proceeds, Refuse Franchise Fees, and Tribal Development Impact Mitigation Funds. Finally, existing policies cover classification of funds in accordance with Government Accounting Standards.

Last fall, staff brought forward the first annual report and Directory of all fund balances for departments and agencies governed by the Board. The Board directed that staff bring back further recommended policies for specific funds and purposes as a part of the annual budget policy workshop. In addition, the Board also directed staff to address the need for policies for infrastructure replacement funds.

*Specific Fund Policies*

As a method of triaging the work, staff focused on funds with projected fund balances of \$5 million or more for any specific policies in this first budget policy workshop.

There were 14 specific funds that had projected fund balances of greater than \$5 million in the most recent review (list below as they appear in the directory). Of these, 7 already have policies, 3 more are for close-out or specific use that would not require a policy at this time. 4 new policies are recommended for the funds noted in the table and appear below.

**Exhibit 1D**

<b>Fund</b>	<b>Balance (in Millions)</b>	<b>Policy</b>
County General Reserve	\$28.9	Existing County Financial Policy included in the FY 2012-13 Adopted Budget
Tobacco Settlement Securitization	\$10.1	
Open Space Special Tax—Measure F	\$60.7	Existing Policy - governed by measure covenants
Recorder Modernization	\$7.5	Accumulating for co-location/consolidation no new policy recommended
Health Services—MediCal System Expansion	\$7.9	Recommended policy below
First 5 Commission	\$16.6	Existing Policy within the Commission’s Bylaws
Road Maintenance	\$8.9	Existing Policy Guidance
Sonoma County Employee Retirement Assoc. Pension Obligation Bond Deposits	\$25.6	Existing Policy prescribed by Debt Service Obligation
County Health Plan -- Economic Uncertainty Reserve	\$11.6	Recommended policy below
Sonoma Valley County Sanitation District Operations	\$5.9	Existing District Policy
Flood Zone 2A—Petaluma	\$5.1	Recommended policy below
Water Transmission System	\$5.1	Recommended policy below
Springs Redevelopment Area Close-out	\$8.2	For close out only no new policy recommended
Russian River Redevelopment Close-out	\$5.9	For close out only no new policy recommended

Health Services – Medical System Expansion – Originally established with the MOU with Partnership Health Plan and the contract between California Department of Health Care Services and the County approved by the Board, the minimum reserve level as established is at \$1 million. The recommended policy recognizes that the remainder of the fund balance will be spent in accordance with the spending plan in the MOU. Health Services will coordinate with the County Administrator’s Office and in conjunction with Partnership Health Plan will review and update the spending plan as appropriate as a part of the annual budget.

County Health Plan -- Economic Uncertainty Reserve (\$11.6 million) -- established in FY 09-10 per actuarial evaluation, this reserve was set aside to cover unforeseen increases in expenditure or changes in revenues associated with on-going operations in the economic recession and particularly in light of upcoming implementation of the Affordable Care Act. The recommended policy requires the Human Resources Director to monitor implementation of the Affordable Care Act and provide recommendations with respect to the use of the funds each year in the recommended budget while maintaining a minimum level of economic uncertainty reserve in conjunction with the County’s actuary and the County Administrator’s office. Staff will

## Exhibit 1D

return with a report in the FY 2013-14 budget or before that lays out the scope and timing of the implementation with respect to County's health plans.

Water Agency fund balances over \$5 M, which exclusive of assets book values from the Fund Balance Directory, are the following:

Flood Zone 2A – Petaluma -- For several years, the Water Agency was only able to perform limited maintenance in Zone 2A. In 2011, the Water Agency obtained programmatic permits to allow increased maintenance of the flood control works. Established past practice is to maintain a minimum reserve level of 6 months operating expenses which would be approximately \$750k based on the most recent FY 2011-12 actual expenses. The recommended policy would be to formalize the minimum reserve at that level and use the zone's fund balance as it accumulates above this level to support increased level of maintenance for several years and then to set aside funds for future capital needs per the Board of Directors approved capital projects plan.

Water Transmission System: -- Established past practice is to maintain a minimum reserve level of 3 months operating expenses and to strive for achieving a 4 month operating expense level of approximately \$5.6 M based on FY 2011-12 actual expenses. The recommended policy would be to formalize the minimum reserve levels and target and to provide for funds to accumulate beyond these levels in order to address future capital needs per the Board of Directors approved capital projects plan.

Disposition of Unused Funds: - Staff also recommends one general policy at this time as well. Each year in the year end close, the CAO and the Auditor Controller review any funds for which there has been no activity in the past year and identify any funds that are no longer needed for their original purpose. Those funds would be disposed of consistent with any restrictions from the funding source as to use. Generally this will be a return of the funds to the source. In the case of County General Fund, the recommended policy language specifies that the funds returned are deposited into the General Reserve until such time as the General Reserve reaches the target level. After that point, the funds would serve to increase the Appropriations for Contingencies.

### *Internal Infrastructure Replacement*

There are two key areas for internal infrastructure that are addressed by this recommendation, buildings/fixed facilities on County owned real estate and information system fixed assets that support County department and agency work, primarily computers and communications.

Building/Fixed Facilities - recommended policy language directs staff to regularly assess and adjust recommended contributions for funding major repairs and replacement of the facilities as a part of the annual capital project planning process and no less than once every 5 years for each facility. This responsibility rests with the General Services Director for general government facilities and with the appropriate department or agency head for any facilities in specialized use facilities such as in Regional Parks and Transportation and Public Works or enterprises and independent special districts. The General Services Director will consult with these other department heads to assist in consistency of application of the policy. These funding contributions would be placed in separate funds for each set of facilities and managed by the assigned department or agency director in conjunction with the County Administrator. Contributions for these funds will be included



### Exhibit 1D

in service charge rates (including outside partner agencies) and grant costs where feasible and would be prioritized for available discretionary funding in the annual budget process. Priority for funding recommendations will follow the priority criteria in the current Administrative Policy 5-2 which includes the following:

- a. Required to meet compelling health, safety, legal or code compliance, a mandate of the Board of Supervisors, or a court order.
- b. Previously approved phases of a project, which are integral to completing its initial scope.
- c. Required to keep an existing building, facility or complex operational. Provides measurable economic benefit or avoids economic loss to the County. Serves to maintain or improve infrastructure of the County as a general benefit to County operations and services.
- d. Alleviates constraints and impediments to effective public access and service such as improvements regarding space limitations or inefficient layout of space in County buildings or facilities, provisions for expanded or changed programs or services, or improvements to heating, ventilation or other work environment conditions.
- e. Improves the environmental quality or aesthetics of County facilities and complexes.

In addition, consideration will always be given to annual operational maintenance funding (as opposed to contributions for future major repairs) necessary to preserve public and staff health and safety and overall asset life.

Current estimates for an annual contribution for major repair and replacement (not eventual replacement) just based on industry standards of building facility valuation, useful life, and our general government facility inventory alone are \$3-4 million per year. Total replacement value today for the inventory is on the order of \$750 million. The County Center Facilities Plan suggested replacement of many of the facilities at the County Administration Center as a way to avoid some of the major repair and replacement investments on aging facilities and to leverage increased space usage productivity and contributions from funding streams now currently supporting non-county owned facilities through lease costs.

The General Services Director will take the on-going work related to the County Center Facilities Plan into account when developing recommendations under the new policy. In addition, there will need to be some upfront investment in order to effectively implement an assessment of all facilities in a 5 year timeframe. The General Services Director will also return with a plan for this upfront investment before implementing the new policy.

Information Systems Fixed Assets - information system fixed assets, current valuation for computer hardware and software is over \$20 million, with another \$20 million for the total public safety radio communications systems.. This does not include valuation of our own locally developed or departmental purchased third party software applications or the services associated with implementation of replacement for each of these assets.

In the past, service rates included charges to recover infrastructure costs for several but not all of the major computer and telephone system assets but these contributions have been reduced or suspended since FY 2008-09 as the county adjusted to the economy and reduced resources. Plans were developed to convert some owned assets to leases that paid for the cost of the systems over their useful lives but these plans were

## **Exhibit 1D**

not determined to be feasible at this time. Instead, system service charges will again include contributions to recover costs where they have been expended in the past.

The Director of Information Systems in conjunction with the County Administrator's office will develop a plan to utilize the collected funds to replace each of these components with the current infrastructure contribution funding stream and potential one-time contributions within the remaining useful life of each component.

The recommended policy also establishes the responsibility to inventory and evaluate the full infrastructure valuation for each of the key computer and telephone communication assets on a 5 year basis and to request and monitor complete cost recovery funding as a part of service charges over each asset's useful life going forward, taking into account residual value and appropriate disposal costs into the calculation.

Public Safety radio communications infrastructure involves components of both fixed facilities and computer technology thus the recommended policy language is consistent with both the facilities replacement approach and the information systems replacement approach. Responsibility for developing the recommended funding contributions is placed with the Sheriff, since the Sheriff's Office is now managing the public safety communications systems, but in conjunction with General Services, Information Systems, and the County Administrator. Where feasible these contributions will be included in applicable service charges for fair share funding from other system users.

## **Budget Policy Recommendation #2**

**Title:** Modify Hiring Freeze

**Issue:** Should Board modify the Hiring Freeze that has been in place for several years?

**CAO Recommendation:** Lift hiring freeze review for represented positions but retain for unrepresented until management-line staffing review completed in March 2013.

### **Background:**

In response to declining property tax and other revenues resulting from statewide and national collapse of the housing market, for the past several years the County has operated under a Board approved hiring freeze. The purpose of this Freeze was two-fold. First, to monitor departmental expenditures and ensure each department meets year end savings goals, and secondly to avoid filling vacant positions that were likely to be targeted for deletion in the upcoming budget year, and may therefore result in a layoff.

The Board authorized a process requiring County Administrator's approval of filling any permanent or extra help position. This is currently accomplished by way of a Hiring Freeze Exemption Requests submitted by departments, in writing, to the department's CAO Administrative Analyst. Requests are required to provide a business case justification for filling the position, and to indicate that the position is not targeted for deletion in the upcoming budget year. Only after Human Resources has been provided with the CAO Administrative Analyst approved request are they able to open a recruitment for that position and begin the hiring process.

In FY 2011-12 the Board directed the County Administrator and Human Resources director to focus on the deletion, or "sweeping" of positions that had been held vacant for a significant length of time (6 months or

### **Exhibit 1D**

longer) but were still available to a department as part of the position allocation list. In January 2012, the Board accepted a staff report on position vacancies, took action deleting several of these long term “vacant unfunded” positions, and directed CAO and HR staff to eliminate from the recommended FY 2012-13 budget any long term vacancies that would not be funded in that fiscal year.

The County Administrator is recommending modification to the Hiring Freeze Exemption Request approval process. This recommendation is based on two conditions that no longer exist relative to the original intent of the Hiring Freeze. 1) Although the economic recovery is projected to be slow, we are no longer in an environment of declining revenues. By all projections we have hit bottom related to our main income sources (Property and Sales Tax, Fees, etc.). We closed FY 2011-12 meeting budgeted General Fund balance goals, and are projecting that we will once again meet targets at this fiscal year end. 2) Based on Board direction in FY 2011-12 noted above, departments no longer use available vacant unfunded positions to balance their budgets, as those allocations have been eliminated through the budget process. Therefore, all necessary positions have been accounted for in the adopted.

The recommendation is to lift the hiring freeze review for represented positions only because the management-line staffing review will not be completed until March.

### **Budget Policy Recommendation #3**

**Title:** Establish a Separate Committed Fund setting aside the dissolved Redevelopment Agencies Residual Funds and return of Property Tax Revenue to the General Fund

**Issue:** Should the Board direct the funds received from dissolved Redevelopment Agencies and the associated property tax General Fund revenue stream to be placed in a separate fund?

**CAO Recommendation:** Staff recommends establishing a separate committed fund to house the residual funds received in FY 2012-13 from county Redevelopment Area projects, as well as the property tax General Fund stream returning to the County as taxing authority until a process for the use of the resources is approved by the Board.

**Background:**

In February, 2012 every redevelopment agency (RDA) in California was dissolved. The non-housing assets and liabilities of each former RDA were transferred to a Successor Agency. Successor Agencies, including Sonoma County as the Successor Agency to the County’s RDA, are responsible for discharging obligations, liquidating assets, and conducting other activities necessary to wind down the affairs of the former RDAs.

So far, for FY 2012-13 \$3M in assets distribution and \$1.7M from residual tax revenue collected distributions. See attached list of FY 2012-13 distributions.

On 12/11/12 the Board of Supervisors allocated from General Fund Contingencies to be used for the planning and design of the Hwy 12 (former RDA project). In addition, the Board directed staff to return with options for potential use of the residual resources returning to the county to benefit former County redevelopment projects areas.

## **Exhibit 1D**

### **Sonoma County Financial Policies Recommended Language under Minimum Fund Balance Policies**

Residual funds from dissolved Redevelopment project areas (RDA) shall be segregated into a separate committed fund for specific investment purposes. Designation of the accumulated resources will be presented as part of the annual Recommended Budget. Resources should be considered first to continue the former redevelopment project, second to benefit the community where the former project area was located, and third for countywide economic development investments.

### **Sonoma County Financial Policies for FY 2013-14 Budget Development**

The Financial Policies document will be updated to reflect Board direction received in the workshop and suggested language will be included in the Recommended Budget.

**COUNTY OF SONOMA**  
**RPTTF RESIDUAL/EXCESS DISTRIBUTION SUMMARY (ROPS 3)**  
**JANUARY 2013**

		<b>RPTTF TOTALS</b>
		<b>(subobject 1017)</b>
TAX CODE	FUND NAME	ROPS 3 RESIDUAL DISTRIBUTION
01200	COUNTY GENERAL	1,676,824.71
<b>SUBTOTAL</b>	<b>COUNTY</b>	<b>1,676,824.71</b>
01300	COUNTY LIBRARY	213,174.51
03100	SHILOH CEMETERY	11,580.74
04200	RUSSIAN RIVER FIRE	97,580.03
04500	MONTE RIO FIRE	39,279.92
04800	ROSELAND FIRE	59,386.31
04900	SCHELL-VISTA FIRE	1,105.56
05100	VALLEY OF THE MOON FIRE	57,325.21
05200	WINDSOR FIRE	40,977.88
05500	RANCHO ADOBE FIRE	29,568.99
06000	GEN #1 SO CO WATER AGENCY	130,049.44
06100	SPRING LAKE PARK-SCWA	41,946.92
06200	ZONE 1A LAGUNA-MARK WEST	129,567.28
06300	ZONE 2A PETALUMA BASIN	37,691.12
06400	ZN 3A VALLEY OF THE MOON	29,640.23
06500	ZONE 5A LOWER RUSSIAN RIVER	5,184.76
07600	TWN OF WINDSOR/BLUEBIRD LIGHTING	647.71
07800	CINNABAR LIGHTING	18.57
08300	GUERNEVILLE LIGHTING	31,723.59
08600	MONTE RIO LIGHTING	11,737.26
08900	RIO NIDO LIGHTING	9,564.65
09100	TWN OF WINDSOR/STARR VIEW LIGHTING	1,181.21
09300	VALLEY OF THE MOON LIGHTING	8,034.82
09400	WEST SIDE LIGHTING	102.27
10000	MARIN-SONOMA MOSQUITO ABATEMENT	56,036.70
10800	MONTE ROSA DIV #1 - LAND PERM RDS	60.08
11500	BAY AREA AIR QUALITY MGMT DIST	28,308.56
11600	NO SO CO AIR POLL CONTROL	2,609.80
12200	MONTE RIO REC & PARK	21,586.36
12300	RUSSIAN RIVER REC & PARK	41,001.34
13000	GOLD RIDGE RES CONS LAND	495.76
13100	SOUTH SO RES CONS LND	1,778.99
13200	SOTOYOME RES CONS DIST	894.59
15600	C S A #41, ZN 3 ROSELAND	6,753.84
17000	CSA #41 ZN 35 SO. VLY. REC & PK	3,040.09
17200	CSA #40 FIRE SERVICES	649.79
<b>SUBTOTAL</b>	<b>SPECIAL DISTRICTS</b>	<b>1,150,284.88</b>
26700	BELLEVUE UNION ELEM	41,477.16
27000	CINNABAR	19,858.22
28000	GUERNEVILLE ELEM	96,120.99
30900	MONTE RIO UNION ELEM	49,289.64
31200	OLD ADOBE UNION	32,477.62

31300	PETALUMA CITY ELEM	247,071.63
31400	PINER-OLIVET UNION ELEM	9.09
31600	ROSELAND ELEM	109,901.98
31700	SANTA ROSA CITY ELEM	268,009.94
31800	WINDSOR UNIFIED	621,287.07
31900	SEBASTOPOL UNION ELEM	89,685.09
32200	WAUGH ELEM	8,813.50
33000	WRIGHT ELEM	32,804.12
33100	WEST SONOMA COUNTY UHSD	154,929.39
33200	HEALDSBURG UNIFIED	628,754.29
33600	PETALUMA CITY JT HIGH	382,452.16
33700	SANTA ROSA CITY HIGH	554,711.07
34000	COTATI-ROHNERT PARK UNIFIED	873,973.46
34200	SONOMA VALLEY UNIFIED	1,145,971.74
34300	SO CO JT JUNIOR COLLEGE	817,832.10
34400	SCHOOL SERVICE ADMINISTRATION	364,886.35
34500	WEST SONOMA COUNTY UHSD AWUF	174,426.27
34600	HEALDSBURG HIGH, ELEM, AWUF	180,863.38
34700	PETALUMA HI, ELEM AWUF	243,184.71
34800	SANTA ROSA HI, ELEM AWUF	258,550.49
35200	SCHOOL EQUALIZATION AID	59,346.25
01700	ERAF	1,624,132.55
<b>SUBTOTAL SCHOOL DISTRICTS</b>		<b>9,080,820.26</b>
42800	CITY OF COTATI	113,786.04
43100	CITY OF HEALDSBURG	231,491.29
43500	CITY OF PETALUMA	258,810.01
43800	CITY OF ROHNERT PARK	224,090.65
44500	CITY OF SANTA ROSA	332,677.97
44900	CITY OF SEBASTOPOL	102,778.10
45000	CITY OF SONOMA	278,986.57
45400	TOWN OF WINDSOR	189,681.23
<b>SUBTOTAL CITIES</b>		<b>1,732,301.86</b>
06700	WARM SPRINGS DAM	112,093.29
<b>SUBTOTAL DEBT SERVICE</b>		<b>112,093.29</b>
<b>TOTAL AFFECTED TAXING ENTITIES</b>		<b>13,752,325.00</b>
46200	COTATI RPTTF	(702,032.00)
46400	HEALDSBURG RPTTF	(1,525,488.00)
	PETALUMA MERGED RPTTF	(1,687,763.00)
47000	ROHNERT PARK RPTTF	(1,132,755.00)
47100	SANTA ROSA GATEWAYS RPTTF	(605,781.00)
47200-47500	SANTA ROSA 1-3, GRACE RPTTF	(1,122,038.00)
47600	SANTA ROSA SOUTHWEST	(891,901.00)
47800	SEBASTOPOL RPTTF	(516,774.00)
49000	ROSELAND RPTTF	(506,292.00)
49300	RUSSIAN RIVER RPTTF	(1,226,080.00)
49200	SPRINGS RPTTF	(443,227.00)
	SONOMA MERGED RPTTF	(1,946,409.00)
48100	WINDSOR RPTTF	(1,445,785.00)
<b>TOTAL RPTTF RESIDUAL DISTRIBUTION</b>		<b>(13,752,325.00)</b>

**COUNTY OF SONOMA  
LMIHF RESIDUAL/EXCESS ASSET DISTRIBUTION SUMMARY  
FUNDS RECEIVED/DISTRIBUTED AS OF 1/24/2012**

		<b>LMIHF ASSET (subobject 1018) RESIDUAL DISTRIBUTION</b>
TAX CODE	FUND NAME	
01200	COUNTY GENERAL	3,087,580.30
<b>SUBTOTAL</b>	<b>COUNTY</b>	<b>3,087,580.30</b>
01300	COUNTY LIBRARY	372,590.17
03100	SHILOH CEMETERY	40,361.77
04200	RUSSIAN RIVER FIRE	74,042.90
04500	MONTE RIO FIRE	30,619.58
04800	ROSELAND FIRE	11,448.18
04900	SHELL-VISTA FIRE	110.05
05100	VALLEY OF THE MOON FIRE	365,373.27
05200	WINDSOR FIRE	142,724.84
05500	RANCHO ADOBE FIRE	2,225.40
06000	GEN #1 SO CO WATER AGENCY	136,299.17
06100	SPRING LAKE PARK-SCWA	43,970.58
06200	ZONE 1A LAGUNA-MARK WEST	112,829.14
06300	ZONE 2A PETALUMA BASIN	10,781.97
06400	ZN 3A VALLEY OF THE MOON	31,585.14
06500	ZONE 5A LOWER RUSSIAN RIVER	4,506.61
07600	TWN OF WINDSOR/BLUEBIRD LIGHTING	2,204.40
07800	CINNABAR LIGHTING	5.38
08300	GUERNEVILLE LIGHTING	24,182.63
08600	MONTE RIO LIGHTING	8,900.90
08900	RIO NIDO LIGHTING	7,266.61
09100	TWN OF WINDSOR/STARR VIEW LIGHTING	4,019.49
09300	VALLEY OF THE MOON LIGHTING	51,055.07
09400	WEST SIDE LIGHTING	52.45
10000	MARIN-SONOMA MOSQUITO ABATEMENT	50,541.05
10800	MONTE ROSA DIV #1 - LAND PERM RDS	46.09
11500	BAY AREA AIR QUALITY MGMT DIST	23,127.42
11600	NO SO CO AIR POLL CONTROL	4,991.48
12200	MONTE RIO REC & PARK	16,064.31
12300	RUSSIAN RIVER REC & PARK	31,104.55
13000	GOLD RIDGE RES CONS LAND	189.25
13100	SOUTH SO RES CONS LND	1,503.68
13200	SOTOYOME RES CONS DIST	1,236.98
15600	C S A #41, ZN 3 ROSELAND	1,305.59
17000	CSA #41 ZN 35 SO. VLY. REC & PK	19,084.02
17200	CSA #40 FIRE SERVICES	180.24
<b>SUBTOTAL</b>	<b>SPECIAL DISTRICTS</b>	<b>1,626,530.36</b>
26700	BELLEVUE UNION ELEM	5,245.26
27000	CINNABAR	6,171.12
28000	GUERNEVILLE ELEM	75,471.77
30900	MONTE RIO UNION ELEM	38,700.83
31200	OLD ADOBE UNION	9,664.90

31300	PETALUMA CITY ELEM	78,413.40
31400	PINER-OLIVET UNION ELEM	0.00
31600	ROSELAND ELEM	34,582.15
31700	SANTA ROSA CITY ELEM	5,895.09
31800	WINDSOR UNIFIED	2,184,298.22
31900	SEBASTOPOL UNION ELEM	47,288.79
32200	WAUGH ELEM	3,021.67
33000	WRIGHT ELEM	0.00
33100	WEST SONOMA COUNTY UHSD	128,041.43
33200	HEALDSBURG UNIFIED	1,796,486.42
33600	PETALUMA CITY JT HIGH	120,960.89
33700	SANTA ROSA CITY HIGH	54,309.14
34000	COTATI-ROHNERT PARK UNIFIED	320,105.45
34200	SONOMA VALLEY UNIFIED	1,221,069.73
34300	SO CO JT JUNIOR COLLEGE	1,051,700.13
34400	SCHOOL SERVICE ADMINISTRATION	385,573.43
34500	WEST SONOMA COUNTY UHSD AWUF	119,728.14
34600	HEALDSBURG HIGH, ELEM, AWUF	516,767.35
34700	PETALUMA HI, ELEM AWUF	75,910.93
34800	SANTA ROSA HI, ELEM AWUF	24,132.18
35200	SCHOOL EQUALIZATION AID	62,720.74
01700	ERAF	2,360,289.91
<b>SUBTOTAL SCHOOL DISTRICTS</b>		<b>10,726,549.07</b>
42800	CITY OF COTATI	0.00
43100	CITY OF HEALDSBURG	629,574.85
43500	CITY OF PETALUMA	73,562.46
43800	CITY OF ROHNERT PARK	114,997.63
44500	CITY OF SANTA ROSA	21,147.79
44900	CITY OF SEBASTOPOL	47,483.09
45000	CITY OF SONOMA	23,918.70
45400	TOWN OF WINDSOR	662,842.07
<b>SUBTOTAL CITIES</b>		<b>1,573,526.59</b>
06700	WARM SPRINGS DAM	115,919.82
12600	RUSSIAN RIVER SANITATION	39,325.08
<b>SUBTOTAL DEBT SERVICE</b>		<b>155,244.90</b>
<b>TOTAL AFFECTED TAXING ENTITIES</b>		<b>17,169,431.22</b>
46200	COTATI RPTTF	0.00
46400	HEALDSBURG RPTTF	(5,784,407.00)
	PETALUMA MERGED RPTTF	(672,528.00)
47000	ROHNERT PARK RPTTF	(1,010,453.00)
47100	SANTA ROSA GATEWAYS RPTTF	0.00
47200-47500	SANTA ROSA 1-3, GRACE RPTTF	0.00
47600	SANTA ROSA SOUTHWEST	0.00
47800	SEBASTOPOL RPTTF	(329,888.00)
49000	ROSELAND RPTTF	(262,272.11)
49300	RUSSIAN RIVER RPTTF	(1,002,015.06)
49200	SPRINGS RPTTF	(2,833,559.05)
	SONOMA MERGED RPTTF	(218,344.00)
48100	WINDSOR RPTTF	(5,055,965.00)
<b>TOTAL RPTTF RESIDUAL DISTRIBUTION</b>		<b>(17,169,431.22)</b>





County of Sonoma  
State of California

ATTACHMENT 2 (1 OF 2)

Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

**Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, 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, Adjusting The Adopted FY 2012-13 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.

**Whereas**, pursuant to Government Code Section 26227, the Board of Supervisors may contract with other agencies or individuals, and support programs which it determines are necessary to meet the social needs of the population of the County, including furthering education and serving the public; and

**Whereas**, the Board has determined that supporting the Schools of Hope literacy program, the Scholarship Sonoma County Program and the Sonoma County Office of Education Career Technical Education program will assist in meeting the social needs of the population of the County by increasing education attainment, developing a future local workforce and providing critical educational resources to at-risk, needy and vulnerable students throughout the community thereby reducing the need for future county social and health services.

**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 its jurisdiction.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

Resolution #

Date:

Page 19



County of Sonoma  
State of California

ATTACHMENT 2 (2 OF 2)

Date: February 5, 2013

Resolution Number: \_\_\_\_\_

**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.

**Directors:**

Brown:

Gorin:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**EXHIBIT A**

**Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter**

<b>Requested Budget Adjustment Summaries</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
<b><u>Summary of Requested Adjustments for Board Consideration</u></b>			
<b>Administrative and Fiscal Services</b>			
<p><b>Board of Supervisors/County Administrator-General Fund</b></p> <p>Delete 1.0 Office Support Supervisor and 1.0 Secretary Confidential Position and add 2.0 Administrative Aide positions within the Clerk of the Board to better respond to office duties.</p>	0	0	0
<p><b>Human Resources - General Fund</b></p> <p>Delete 2.0 Administrative Aide positions, and add 1.0 Secretary and 1.0 Department Analyst. The new positions will provide a more appropriate level of support for administering the Commissions on Human Rights and the Status of Women, County recognition programs, United Way Schools of Hope, Intern recruitments, Employee Recognition, and New Employee Orientation.</p>	0	0	0
<b>Justice Services</b>			
<p><b>Probation- General Fund</b></p> <p>To address increasing complexity and responsibility of Probation's human resources responsibilities, the Department is deleting 1.0 FTE Department Analyst and adding 1.0 FTE Administrative Services Officer I position. Funding of this change will come from existing appropriations.</p>	0	0	0
<p><b>Sheriff - General Fund</b></p> <p>Provide funding for the North County Detention Facility (NCDF) fence project (\$20,000), NCDF camera installation (\$50,000), Narcotics Unit Office tenant improvements (\$127,260), and the upgrade of a Senior Legal Processor to a Legal Staff Supervisor (\$5,000) in the Central Information Bureau and the upgrade of a Legal Processor II to a Civil Bureau Specialist (\$8,400) in the Civil Bureau.</p>	210,652	210,652	0

**EXHIBIT A**

**Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter**

<b>Requested Budget Adjustment Summaries</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
<p><b>Sheriff - Other Funds.</b> Appropriates fund balance from Sheriff's Asset Forfeiture account for NCDF fence project, NCDF camera installation, Narcotics Unit Office tenant improvements and the Central Information Bureau (CIB) and the cost of upgrading a Senior Legal Processor to a Staff Supervisor due to workload shifts necessitated by prior year reductions in staff (\$202,260). Appropriates fund balance from the AB 1109 Special Revenue Fund (restricted revenue) to cover the cost of upgrading a Legal Processor II to a Civil Bureau Specialist in the Civil Bureau (\$8,400) is necessary as a result of the overall economic downturn which has increased the complexity of the Civil Bureau's workload.</p>	210,652	0	210,652
<b>Health and Human Services</b>			
<p><b>Health Services- Other Funds</b></p> <p>Multiple funding changes for regulatory compliance, program efficiencies, and updated federal/state allocations &amp; grants for: Public Health Division (\$153,000) for increased funding allocation to be used for WIC, children services, and other programs; Health Policy, Planning, and Evaluation Division (-\$157,000) expense decrease due to transfer of position allocation to the Administration unit; Administration unit (\$135,000) increase expense due to assuming position for Health Policy, expense partially offset by grant funds; Behavioral Health unit (-\$5,000) various savings and federal fund adjustments; Savings (release of appropriations, -\$3,000) due to transfer of positions allowing for use of other revenue sources and savings to be returned to Realignment fund balances. Increase/decrease to various vacant FTEs to better align with priority functions, with a new increase of 2.65 FTE's, including adding 1.0 Health Program Manager, 1.20 Senior Public Health Nurse, 0.40 Public Health Aide II, 0.60 Supervising Nutritionist, 0.25 Public Health Nurse II, 1.0 Accounting Technician, 1.0 Licensed Clinical Social Worker, and deleting -0.80 Public Health Assistant, -1.00 Account Clerk III, -1.00 Senior Client Support Specialist.</p>	122,699	142,597	(19,898)

**EXHIBIT A**

**Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter**

<b>Requested Budget Adjustment Summaries</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
<p><b>Human Services-Department Other funds</b></p> <p>Accept additional MediCal Funding for the ramp-up of Health Care Reform and add 1.0 Program Planner Analyst (\$50,311) to function in California Healthcare Eligibility, Enrollment, and Retention System (CalHEERS) project. Adjustment for one-time only funding in Area Agency on Aging (AAA) (\$44,974) for the Health Insurance Counseling and Advocacy Program contract; budget an unanticipated donation for Senior Safety (\$1,300) for Matter of Balance Program; and add 0.2 Social Worker for Multi Services Senior Program (offset by salary savings).</p>	96,585	96,585	0
<b>Development Services</b>			
<p><b>Transportation and Public Works-NSCAPCD- Other Funds</b></p> <p>Appropriations are being requested for the purchase of new field and air monitoring equipment, needed plumbing upgrades, the purchase of ergonomic conference room equipment, and several other miscellaneous purchases. Funding from available Northern Sonoma County Air Pollution Control District (NSCAPCD) balances.</p>	80,008	0	80,008
<b>Water Agency - Other Funds</b>			
<p><b>Admin/General:</b> Increase the Agency's General Fund Operating Transfer for: Renewable Energy Support Services (\$362,000) and for the services center parking lot (\$750,000). Additional appropriations in Services and Supplies for: building maintenance services (\$40,000) and District Operations (\$145,000) due to Service Center Relocation expenses. Spring Lake Fund revenue is increased by \$60,000 from Park/Recreation Services.</p>	1,297,000	422,000	875,000
<p><b>Flood Control:</b> Increase expense appropriations in Flood Zone 5A for the Green Valley Stream Crossing project work (\$75,000) and for the Fife Creek Project (\$50,000).</p>	125,000	0	125,000
<p><b>Water Transmission:</b> Increase expense appropriation for the Sonoma Valley Groundwater Model Upgrade which will focus on developing a surface water model and further compile and analyze litho logic data (\$150,000), and the Sonoma Creek Seepage Study (\$75,000), and in Sonoma Aqueduct Revenue Bond Fund for additional interest due to the 2012 refunding (\$33,430).</p>	258,430	0	258,430

**EXHIBIT A**

**Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter**

<b>Requested Budget Adjustment Summaries</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
<p>Water Agency <b>Internal Svc Fund:</b> Increase expense appropriations, offset by revenue from the Water Agency General Fund (\$935,000) for: Service Center Parking Lot (\$750,000), building maintenance services (\$40,000), and for district service center relocation expenses (\$145,000); and Loss of Asset (\$2,271,510) due to the property sale to SMART; and in the Equipment Fund for emergency generators (\$70,000), replacement pumps to meet Air Resources Board Regulations (\$75,000) and truck replacement (\$55,000).</p>	3,406,510	935,000	2,471,510
<p><b>Regional Parks-General Fund</b> Increase in membership revenue and expenditures to fund an addition of 1.0 FTE Park Program Assistant, focused on continued membership outreach and supporting the additional workload resulting from 6% higher than anticipated membership sales.</p>	52,157	52,157	0
<p><b>Other County Services</b> <b>University of California Cooperative Extension- General Fund</b> Increase a 0.5 FTE Department Analyst allocation to a 1.0 FTE allocation to enhance administrative and budgetary support; increase 0.40 FTE Senior Office Assistant allocation to a 0.5 FTE. No additional appropriations are necessary due to salary savings from position vacancies.</p>	0	0	0
<b>Sub-Total Adjustments for Board Consideration</b>	<b>5,859,693</b>	<b>1,858,991</b>	<b>4,000,702</b>

Summary of Requested Adjustments Reflecting Prior Board Direction

<p><b>Administrative and Fiscal Services</b> <b>Non Departmental- General Fund</b> Receive Transient Occupancy Tax revenue to Provide one time funding of \$100,000 to Scholarship Sonoma County, based on recommendations of the Board's Mentoring Youth and Education ad hoc committee and approved by the Board of Supervisors on January 8, 2013.</p>	100,000	100,000	0
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**EXHIBIT A**

**Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter**

<b>Requested Budget Adjustment Summaries</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
<p><b>Non Departmental- General Fund</b>  Appropriations for Contingencies: Decrease to reflect Board 1st Quarter approved uses including Milk and Dairy Program fees (\$13,568), other fee waivers (\$4,176) and funding for Highway 12 project (\$450,726). Offset by \$85,540 increase to contingencies from Sheriff's budget recognizing prior year revenue resulting in a decrease to their net cost.</p>	(382,930)	0	(382,930)
<p><b>Non Departmental-Other Funds</b>  Reflects funding from Graton Tribe for two quarterly payments based on Tribal Relations MOU for Law Enforcement Services, Fire Services, signal improvements and administrative work. Appropriations include a pass-through to fire districts (\$750,000), operating transfer to the Sheriff for Law Enforcement activities (\$847,916), and County Administrator (\$15,000). Balance of transfers will be considered at third quarter consolidated adjustments.</p>	1,612,916	1,760,000	(147,084)
<p><b>Board of Supervisors/County Administrator-General Fund</b>  Increase expenditures for work associated with Graton Tribe negotiations offset by Graton mitigation revenue.</p>	15,000	15,000	0
<p><b>Human Resources-General Fund</b>  Receive Transient Occupancy Tax revenue to provide \$20,000 to United Way Schools of Hope Program, based on recommendations of the Board's Mentoring Youth and Education ad hoc committee and approved by the Board of Supervisors on January 8, 2013.</p>	20,000	20,000	0
<p><b>General Services - Other Funds</b>  Fleet Accumulated Outlay (ACO): Return ACO funds to CDC for a vehicle returned and not replaced (\$23,955); Sonoma County Energy Watch (SCEW): Appropriate additional funding for lighting retrofit projects. Funding will come from PG&amp;E on-bill financing arrangement (\$138,460).</p>	162,415	138,460	23,955



**EXHIBIT A**

**Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter**

<b>Requested Budget Adjustment Summaries</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
<b>Justice Services</b>			
<p><b>Probation-General Fund</b></p> <p>Provides funding of \$142,200 for the expedited hiring of 1.0 FTE Probation Officer IV (\$61,200) and 2.0 FTE Probation Officer III (\$81,000), renovation costs associated with transitioning Probation accounting staff out of the Hall of Justice (HOJ) to create office space for additional officers assigned to the realignment supervision unit (\$30,000), and consultant costs necessary for assessing the defective fence at the North County Detention Facility (NCDF) (\$25,000) funded by Realignment Contingencies.</p>	197,200	197,200	0
<p><b>Probation-Other Funds</b></p> <p>Realignment Special Revenue Fund is required and provides reimbursement to general fund programming.</p>	197,200	197,200	0
<p><b>Sheriff - General Fund.</b> Transfers CIP appropriations from telecommunications operating budget to Radio Towers CIP index (-\$377,047). Appropriates grant revenues (\$194,000) and expenditures (\$108,460) for Urban Areas Security Initiative 10 grant. Increases appropriations for Intensive Hiring Effort (\$474,200) and adds 4.0 FTE patrol deputies (\$262,500) and two vehicles (\$111,210) added as Graton Casino mitigation to be offset by Graton Casino mitigation funds (\$847,910).</p>	619,329	704,869	(85,540)
<b>Health and Human Services</b>			
<p><b>Health Services- Other Funds</b></p> <p>Increase appropriations (\$21,000) for Public Health Laboratory Services, funded by Memorandum of Understanding with County of Mendocino approved on 11/20/12. Increase appropriations (\$39,000) approved by the First Five Commission for Positive Parenting Program training, funded by Memorandum of Understanding with Sonoma County Office of Education and approved by BOS on 10/2/12. Decrease revenue (-\$5,218,361) to correct 1st quarter adjustment. This adjustment returns revenue and fund balance to correct budgeted amount for FY 12-13.</p>	60,761	(5,157,600)	5,218,361

**EXHIBIT A**

**Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter**

<b>Requested Budget Adjustment Summaries</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
<p><b>Department of Child Support Services-Other Funds</b>            Adjustment to reflect changes to salary and benefits cost which inadvertently increased after budget submittal due to the daily HRMS interface that continued after department's budget was submitted. The interface increased salary and benefits cost by an unplanned \$10,017, an expense the department does not plan to incur.</p>	(10,017)	0	(10,017)
<b>Development Services</b>			
<p><b>Fire and Emergency Services-General Fund</b>            Appropriate additional Funding (\$67,659) from the 2012 Emergency Management Preparedness Grant, Budget Adjustment to include the Sonoma County allocation from the 2012 Homeland Security Grants (\$420,171), and amend the 2011 Urban Area Securities Initiative Grant budget allocations to move appropriations from fixed assets to service and supplies (\$0 net change).</p>	487,830	487,830	0
<p><b>Fire and Emergency Services-Other Funds</b> County Fire- Volunteer Fire Assistance Grant per Board action on January 8, 2013.</p>	13,303	13,303	0
<b>Transportation and Public Works-Other Funds</b>			
<p>Roads: Operating Transfer from available Roads General fund balance to Road Improvements fund for additional costs for the Burbank Avenue Pathway project as a result of loss of City of Santa Rosa Redevelopment funds. Internal transfer no net impact to overall Road fund balance.</p>	295,000	295,000	0
<p>Lighting Districts: Using available fund balances, the department requests an increase in appropriations in the Guerneville Lighting District for a service pedestal upgrade at the Guerneville Plaza. The department also requests an increase in appropriations for ornamental street lighting LED retrofits for Guerneville, Monte Rio, and Valley of the Moon Lighting Districts.</p>	139,500	0	139,500
<p>Integrated Waste Division: Increase Depreciation to provide sufficient appropriations for completed projects and for beginning depreciation of recently completed projects (\$1.3 million). This is a non-cash transaction with no impact to fund balance. Increase appropriations in Environmental Compliance (\$150,000) for outside legal services for the leachate pipeline litigation (BOS approval 1/8/13).</p>	1,450,000	0	1,450,000

**EXHIBIT A**

**Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter**

<b>Requested Budget Adjustment Summaries</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
Public Educational and Government Access Fees: Administrative adjustment for proper classification of PEG funds and Capital Projects funds.	68,568	0	68,568
Transit: Increase TDA revenue and expenditures in Transit Article 4 Fixed Route (\$100,000) for costs associated with the implementation of Nextbus Real-Time Passenger Information System, and in Transit Facilities (\$300,000) to allow for 15% contingency in Parking Lot Rehabilitation project as well as possible expense to include reinforced concrete to project.	400,000	400,000	0
<b>Water Agency - Other Funds</b>			
Admin/General: Encumber funds for contract with Marin Energy Authority (\$50,000), Geo Syphers (\$50,000), and Dalessi (\$87,000) as approved on 12/4/12. Encumber funds for the Agency's share of the County-wide Orthophotography project (\$85,000) as approved on 6/14/11. Encumber fund for Foundation for Renewable Energy contract (\$150,000) and sustainability policies project (\$25,000) Board approved 5/8/12.	447,000	0	447,000
Occidental Sanitation District: Transfer from Construction Fund (-\$100,000) to Operations Fund (\$100,000) for pump replacement that should have been budgeted in operations and was budgeted under construction in error.			
Russian River Sanitation District: Increase expense appropriations (\$350,000) for the Russian River Nutrient Removal Project for phosphorous removal as approved on 7/31/12.	350,000	0	350,000
Sonoma Valley Sanitation District: Increase expense appropriations in the Sonoma Valley 1998 Revenue Bond Fund of additional debt issuance cost (\$390,000); and a reduction in Operating Transfer (-\$6,160,000), with a corresponding increase in Operating Transfer in the new Revenue Bond Project Fund (\$6,160,000) as approved on 11/13/12.	390,000	0	390,000
<b>Regional Parks-Other Funds</b>			
Increase in revenue and expenditures in Spud Point enterprise fund for fuel sales, and reimbursement of staff time for work performed at Mason's Marina of (\$316,000). Adjust Mason's Marina budget to increase service dock fees, and berthing revenue (\$29,000), and increase expenditures (\$65,000) for Spud Point Marina staff time due to greater than anticipated activity at the marina.	380,628	344,650	35,978

EXHIBIT A

Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter

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Requested Budget Adjustment Summaries	Gross Expenditure	Revenue and Reimbursement	Net Cost
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**EXHIBIT A**

**Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter**

Requested Budget Adjustment Summaries	Gross Expenditure	Revenue and Reimbursement	Net Cost
<b>Other County Services</b>			
<b>So Co Agricultural Preservation and Open Space - Other Funds</b>	(349,850)	455,500	(805,350)
Increase in unanticipated revenue from the State for the Haroutunian North Project and Property Transfer (\$455,500). Administrative corrections to decrease appropriation for the match for the Moore Conservation Benefit program (-\$545,050). Increase in appropriation for Healdsburg Ridge and Calabazas Trail capital projects (\$163,200). Increase in appropriation for property transfers (\$27,000). Increase in appropriation for safety program (\$5,000).			
 <b>Advertising-Other Funds</b>	 120,000	 0	 120,000
Advertising funds to provide funding for the United Way Schools of Hope and the Scholarship Sonoma County Programs from Transient Occupancy Tax revenue (TOT) as approved by the Board on January 8, 2013.			
<b>Capital Projects</b>			
<b>General Services - Other Funds</b>			
Corrections required for the following projects: MADF Showers Retrofit (\$4,419) Vets Building Repairs (\$6,103), Smoking Ordinance (\$117,370), Sheriff ADA improvements (\$75,161), and fund balance (\$18,148), State Water Grant (\$57,100).	(278,301)	(75,161)	(203,140)
2009 ADA Self Evaluation and Transition Plan (SETP) Improvements: Appropriate CDBG funding for Sheriff ADA improvements	75,161	75,161	0
Comprehensive County Facilities Plan: Reclassify appropriations from fixed assets to services/supplies.	144,638 (144,638)		144,638 (144,638)
Appropriate Public-Education-Government (PEG) Access funding for Board chambers Audio Video project	529,408	529,408	0
Criminal Justice Expansion: Operating transfer to MADF R-Mod Dayroom Divider project.	(31,272)		(31,272)
Criminal Justice Expansion: Recognize operating transfer to MADF R-Mod Dayroom Divider project.	31,272		31,272
Sheriff Bldg. Server Room Expansion: Operating transfer to MADF R-Mod Dayroom Divider project.	(5,000) 5,000		(5,000) 5,000
MADF Recreation Yards: Operating transfer to MADF R-Mod Dayroom Divider project.	(5,361) 5,361		(5,361) 5,361

**EXHIBIT A**

**Consolidated Budget Adjustments FY 2012-13 - 2nd Quarter**

<b>Requested Budget Adjustment Summaries</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
MADF Security Control Panel: Operating transfer to MADF R-Mod Dayroom Divider project.	(6,471) 6,471		(6,471) 6,471
MADF R-Mod Dayroom Divider: Appropriation transfers from various capital projects.	48,104	48,104	0
Groundwater Contamination Monitoring/Remediation: Appropriate State revenue of underground storage tank projects	26,170	26,170	0
2009 ADA SETP Improvements: Appropriation transfer within project from fixed assets to services/supplies.	50,000 (50,000)		50,000 (50,000)
Communications - Towers: Transfer appropriation from Sheriff's Radio budget to fund the capital portion of communications towers projects.	337,047	337,047	0
HOJ Elevator Repairs: Correct operating transfer (OT) to Local Projects in FY 11-12. OT was inadvertently transferred out of this project but should have come out of the HOJ South Elevator project.	40,126 (40,126) 40,126	40,126	0 (40,126) 40,126
<b>Sub-Total Adjustments Reflecting Prior Board Direction</b>	<b>7,561,568</b>	<b>952,267</b>	<b>6,609,301</b>
Sub-Total General Fund Adjustments	1,319,238	1,787,708	(468,470)
Sub-Total Other Funds Adjustments	12,102,023	1,023,550	11,078,473
<b>Total Adjustments</b>	<b>13,421,261</b>	<b>2,811,258</b>	<b>10,610,003</b>



County of Sonoma  
State of California

ATTACHMENT 3 (POSITION ALLOCATION)

Date: February 5, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

**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 second 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:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

Resolution #

Date:

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**Exhibit "B" Position Allocations  
FY 2012-13 2nd Quarter Consolidated Adjustments**

<b>FY 12/13 2nd</b>	<b>Job Class</b>	<b>Job Title</b>	<b>Existing Allocation (FTE)</b>	<b>Change in Allocation (FTE)</b>	<b>New Total Allocation (FTE)</b>	<b>Effective Date</b>	<b>Salary Range</b>
<b>Board of Supervisors</b>							
001016	7023	SECRETARY CONFIDENTIAL	3.00	-1.00	2.00	02/05/13	20.59
001016	0030	OFFICE SUPPORT SUPERVISOR	1.00	-1.00	0.00	02/05/13	25.69
001016	0810	ADMINISTRATIVE AIDE	0.00	2.00	2.00	02/05/13	23.33
<b>Department of Health Services</b>							
068163	2634	HEALTH PROGRAM MANAGER	0.00	1.00	1.00	02/05/13	36.01
164303	2565	SENIOR PUBLIC HEALTH NURSE	2.80	1.20	4.00	02/05/13	36.56
164402	3375	PUBLIC HEALTH ASSISTANT	6.70	-0.80	5.90	02/05/13	18.61
164402	3372	PUBLIC HEALTH AIDE II	7.80	0.40	8.20	02/05/13	14.99
164402	2187	SUPERVISING NUTRITIONIST	1.00	0.60	1.60	02/05/13	29.03
164756	2564	PUBLIC HEALTH NURSE II	6.50	0.25	6.75	02/05/13	34.01
165102	0403	ACCOUNT CLERK III	2.50	-1.00	1.50	02/05/13	20.13
165102	0404	ACCOUNTING TECHNICIAN	0.00	1.00	1.00	02/05/13	21.32
165506	2470	SENIOR CLIENT SUPPORT SPECIALIST	13.00	-1.00	12.00	02/05/13	23.42
165506	2503	LICENSED CLINICAL SOCIAL WORKER	7.50	1.00	8.50	02/05/13	30.30
<b>Human Resources</b>							
006015	0823	ADMINISTRATIVE AIDE CONFIDENTIAL	2.00	-2.00	0.00	02/05/13	23.33
006015	0826	DEPARTMENT ANALYST	0.00	1.00	1.00	02/05/13	29.52
006015	7023	SECRETARY CONFIDENTIAL	0.00	1.00	1.00	02/05/13	20.59
<b>Human Services</b>							
159014	0880	PROGRAM PLANNING AND EVALUATION ANALYST	22.00	1.00	23.00	02/05/13	30.59
159030	3004	SOCIAL SERVICE WORKER IV	5.30	0.20	5.50	02/05/13	28.79
<b>Probation Department</b>							
043125	0826	DEPARTMENT ANALYST	3.00	-1.00	2.00	02/05/13	29.52
043125	0827	ADMINISTRATIVE SERVICES OFFICER I	0.00	1.00	1.00	02/05/13	34.86
<b>Regional Parks</b>							
032128	1274	PARK PROGRAM ASSISTANT	1.00	1.00	2.00	01/29/13	20.02
<b>Sheriff's Office</b>							
040402	0049	LEGAL PROCESSOR II	2.00	-1.00	1.00	02/19/13	18.26
040402	0028	CIVIL BUREAU SPECIALIST	0.00	1.00	1.00	02/19/13	23.79
040501	4081	DEPUTY SHERIFF II	98.00	4.00	102.00	02/19/13	36.29
040709	0050	SENIOR LEGAL PROCESSOR	4.00	-1.00	3.00	02/19/13	20.06
040709	0052	LEGAL STAFF SUPERVISOR	2.00	1.00	3.00	02/19/13	23.46
<b>UC Cooperative Extension</b>							
071019	0826	DEPARTMENT ANALYST	0.50	0.50	1.00	01/22/13	29.52
071019	0003	SENIOR OFFICE ASSISTANT	0.40	0.10	0.50	01/22/13	18.26
			<b>192.00</b>	<b>9.45</b>	<b>201.45</b>		



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 41 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:** February 5, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Lisa Posternak 565-7383

**Supervisorial District(s):**

Fifth

**Title:** Design Guidelines for Bodega, Duncans Mills, Freestone, and Occidental Historic Districts; ZCE11-0009-0012

### **Recommended Actions:**

Conduct a public hearing and 1) adopt Design Guidelines for each Historic District, and 2) a Zoning Text Amendment to reference Historic District Design Guidelines and streamline procedures.

### **Executive Summary:**

The proposed project involves: 1) adoption of the Bodega, Duncans Mills, Freestone, and Occidental Historic District Design Guidelines; and 2) amendment of the Sonoma County Code to reference the Design Guidelines and add a provision to allow administrative approval for minor alterations to structures in Historic Districts to streamline procedures. Adoption of the Historic District Design Guidelines and Ordinances amending the Sonoma County Code are exempt from CEQA.

The proposed Historic District Design Guidelines describe the history, historic context, period of significance, and areas of significance for the community; identify and describe the character-defining features and the contributing and non-contributing properties of the community; and include design guidelines for existing and new development in the community. The design guidelines include standards and recommendations for the design of both exterior alterations to structures and new construction to retain the existing historic characteristics and integrity of the Historic District. All four Historic District Design Guidelines have the same content, are in the same format, follow the same principles, and are consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

The proposed Historic District Design Guidelines are intended for use by property owners and their architects in designing alterations to the exterior of existing structures and buildings and construction of new structures and buildings; and for use by staff and the Landmarks Commission in providing

design guidance to applicants of construction projects and design review of construction projects proposed on parcels located in the Historic Districts.

Consultant recommendations to amend the boundaries of the Bodega and Duncans Mills Historic Districts were not recommended by the Planning Commission. The Commission instead recommended the Historic District boundaries be reviewed as a separate project with more community input.

The Planning Commission recommended approval of the Historic District Design Guidelines and Sonoma County Code amendments at a November 1, 2012 public hearing. Additional details are included in the attached memo to the Board of Supervisors dated February 5, 2013.

**Prior Board Actions:**

Adoption of the Bodega, Duncans Mills, Freestone, and Occidental Historic Districts in 1983, 1982, 1974 and 1980, respectively. Design Guidelines/Design Standards for Freestone and Occidental Historic Districts were both adopted in 1974.

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

Historic District Guidelines help to protect and preserve historic communities, sites, and buildings that represent cultural and economic groups that have lived and worked in Sonoma County. Furthermore, these Districts help support a strong, diverse and sustainable economy primarily through tourism in addition to providing services for the local communities.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
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):**

Development of the Historic District Design Guidelines was funded by a grant awarded by the Board of Supervisors from TOT funds. Streamlining of procedures for design review in Historic Districts would reduce applicant costs for some construction projects with a negligible impact on PRMD revenues.

The Historic District Design Guidelines project was started in FY 2009-2010 and will be completed in FY 2012-

2013. A total of about \$76,000 in TOT funds and \$27,000 in General Fund monies will have been expended to complete the four Historic District Design Guidelines.

**Staffing Impacts**

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

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

**Attachments:**

Board of Supervisors Memo

- EXHIBIT A: Draft Board of Supervisors Resolution Freestone Historic District (ZCE11-0009)
- EXHIBIT B: Draft Board of Supervisors Resolution Occidental Historic District (ZCE11-0010)
- EXHIBIT C: Draft Board of Supervisors Resolution Duncans Mills Historic District (ZCE11-0011)
- EXHIBIT D: Draft Board of Supervisors Resolution Bodega Historic District (ZCE11-0012)
- EXHIBIT E: Draft Ordinance Freestone, Occidental, Bodega Historic Districts (ZCE11-0009-0010, 0012)
- EXHIBIT F: Draft Ordinance Duncans Mills Historic District (ZCE11-0011)
- EXHIBIT G: Planning Commission Resolution No. 12-023
- EXHIBIT H: Planning Commission Resolution No. 12-024
- EXHIBIT I: Planning Commission Resolution No. 12-025
- EXHIBIT J: Planning Commission Resolution No. 12-026
- EXHIBIT K: Planning Commission Minutes dated November 1, 2012
- EXHIBIT L: Planning Commission Minutes dated June 7, 2012
- EXHIBIT M: Planning Commission Staff Report dated November 1, 2012
- EXHIBIT N: Planning Commission Staff Report dated June 7, 2012
- EXHIBIT O: CD of Draft Historic District Design Guidelines

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

Draft Design Guidelines for Bodega, Duncans Mills, Freestone, and Occidental Historic Districts.



# COUNTY OF SONOMA

## PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

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**DATE:** February 5, 2013 at 2:10 p.m.

**TO:** Board of Supervisors

**FROM:** Lisa D. Posternak, Project Planner

**SUBJECT:** Hearing to consider Draft Historic District Design Guidelines and Proposed Historic District Boundary Amendments; ZCE11-0009-012, County of Sonoma; Supervisorial District No. 5

### Action Requested of the Board of Supervisors:

The Board is requested to conduct a public hearing and consider the Planning Commission recommendation on the proposed Draft Design Guidelines for the Bodega, Duncans Mills, Freestone, and Occidental Historic Districts. At the conclusion of the hearing, your Board may: 1) adopt the proposed Design Guidelines for each Historic District by separate Resolution; and 2) approve an Ordinance amending the text of the Zoning Code to reference the Design Guidelines and add a provision to allow administrative approval for minor alterations to structures in Historic Districts to streamline procedures.

### Prior Actions:

The Board of Supervisors approved \$45,530 in grants from TOT funds to hire two consultants to prepare Design Guidelines for the Bodega, Duncans Mills, Freestone, and Occidental Historic Districts. The consultant for the Bodega and Duncans Mills Design Guidelines recommended boundary changes for those two Historic Districts. On June 7, 2012 the Planning Commission conducted a noticed public hearing on the proposed Draft Design Guidelines for the four Historic Districts and the proposed boundary amendments to the Bodega and Duncans Mills Historic Districts. The Commission continued the hearing to allow a public workshop on the Historic District Design Guidelines and boundary amendments before the Commission made a recommendation to the BOS.

On July 16, 2012 the Planning Commission held a noticed public workshop on the proposed Draft Design Guidelines and proposed boundary amendments. The purpose of the workshop was to further educate the Commission and property owners about historic resources and receive input on the proposals. The workshop addressed why historic resources are important, the purpose of an Historic District, the advantages of an Historic District, how the boundary of an Historic District is determined, why the Bodega and Duncans Mills Historic District boundaries were proposed for amendment, the purpose and content of the proposed Historic District Design Guidelines, and what it means for a property owner if their property is included within an Historic District (see Summary of Issues and Concerns in Exhibit M).

On November 1, 2012, the Planning Commission recommended that the BOS approve the proposed Draft Design Guidelines for the Bodega (5-0 vote), Duncans Mills (3-2 vote), Freestone (5-0 vote), and Occidental (5-0 vote) Historic Districts, but not amend the boundaries of the Bodega and Duncans Mills Historic Districts. The Planning Commission suggested that any boundary amendments be considered separately and involve more input from the affected communities.

### **Location, Zoning and Project Description:**

The subject properties are located in the Bodega, Duncans Mills, Freestone, and Occidental Historic Districts; Supervisorial District No. 5. Zoning (not including overlay Combining Districts) for the Historic Districts is as follows:

#### Bodega

LC (Limited Commercial); RC (Rural Commercial); RR (Rural Residential), B6-2 acre and 10 acre density.

#### Duncans Mills (Coastal Zone)

CS (Rural Services), CC (Coastal Zone); CT (Commercial Tourist), RRD (Resources and Rural Development), B6-160 acre-density/640 acre minimum lot size)

#### Freestone

RC (Rural Commercial), AR (Agriculture and Residential), B6-10 acre and 40-acre density); RR (Rural Residential, B-6 2 acre and 5 acre density); RRD (Resources and Rural Development, B6-40 acre and 60 acre density).

#### Occidental

LC (Limited Commercial), CO (Administrative and Professional Office); K (Recreation and Visitor-Serving Commercial); PF (Public Facilities); PC (Planned Community); AR (Agriculture and Residential), B6-10 acre density; RR (Rural Residential, B6-10 acre density).

The proposed project involves: 1) adoption of the Bodega, Duncans Mills, Freestone, and Occidental Historic District Design Guidelines; and 2) amendment of Article 68 (HD Historic Combining District) of Chapter 26 (Sonoma County Zoning Regulations) and Article 24 (HD CC Historic Combining District) of Chapter 26C (Sonoma County Coastal Zoning Regulations) of the Sonoma County Code to reference the Design Guidelines and add a provision to allow administrative approval for minor alterations to structures in Historic Districts to streamline procedures.

The consultant for the Bodega and Duncans Mills Historic District Design Guidelines recommended amendment of the Bodega Historic District boundary to remove the HD zoning from the following six non-contributing residential parcels and two non-contributing commercial parcels:

Residential Parcels: APN 103-130-008, 352 Salmon Creek Road; APN 103-130-010, 330 Salmon Creek Road; APN 103-130-012, 544 Salmon Creek Road; APN 103-130-013, 550 Salmon Creek Road; APN 103-130-015, 320 Salmon Creek Road; APN 103-130-016, 310 Salmon Creek Road.

Commercial Parcels (contain residential and agricultural uses): APN 103-120-033, 249 Salmon Creek Road; APN 103-110-001, 217 Church Street.

The consultant also recommended amendment of the boundary of the Duncans Mills Historic District to add HD zoning to the Russian River Rodeo Grounds (APN 096-170-006, 23450 Moscow Road and the Russian River Sportsmen's Club (APN 096-170-007, 25150 Steelhead Boulevard.

The proposed Historic District Design Guidelines describe the history, historic context, period of significance, and areas of significance for the community; identify and describe the character-defining

features and the contributing properties (contribute to the significance of the Historic District – constructed during the period of significance, associated with the areas of significance, and retain integrity) and non-contributing properties (do not contribute to the significance of the Historic District – constructed outside the period of significance, not associated with the areas of significance, and/or do not retain integrity) of the community; and include design guidelines for existing and new development in the community. The design guidelines include standards and recommendations for the design of both exterior alterations to structures and new construction to retain the existing historic characteristics and integrity of the Historic District.

All four Historic District Design Guidelines have the same content, are in the same format, follow the same principles, and are consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The documents contain the following sections: Executive Summary, Introduction, Historic Context and Overview, The Design Review Process, Historic District Design Guidelines, References, Appendices, and Figures. The Historic District Design Guidelines are provided on CD and after adoption will be posted on the PRMD website.

The proposed Historic District Design Guidelines are intended for use by property owners and their architects in designing alterations to the exterior of existing structures and buildings and construction of new structures and buildings; and for use by staff and the Landmarks Commission in providing design guidance to applicants of construction projects and design review of construction projects proposed on parcels located in the Historic Districts.

### **ISSUES DISCUSSED AT THE PLANNING COMMISSION PUBLIC HEARING**

#### **Issue #1:**      Amendment of Bodega & Duncans Mills Historic District Boundaries

The public commented that some properties in Bodega are not included in the Bodega Historic District, and that these properties are vulnerable to incompatible development. The Planning Commission commented that the community of Bodega does not want properties removed from the Bodega Historic District, and that in general properties should not be removed from the Historic District. The Planning Commission questioned why the Bodega Creamery is not included in the Historic District. Staff noted that the Bodega Creamery is too far from the Bodega Historic District to be included, but that the site could be designated a Sonoma County Historic Landmark and zoned HD in a separate action.

A member of the Russian River Sportsmen's Club commented the Club property should not be added to the Duncans Mills Historic District because the property owner does not want the financial or regulatory burden, development potential of the property is already very limited due to the site's F1 and F2 zoning designations, and the property is not visible from State Highway 116 or the center of the Historic District. One of the property owners commented the Bill Parmeter Rodeo Grounds should not be added to the Duncans Mills Historic District because the owners do not want the financial or regulatory burden, and the property does not contain historic resources. A local builder in Duncans Mills submitted a letter indicating the Russian River Rodeo Association and the property owners do not want to be constrained by regulations that would come with the inclusion of the Rodeo Grounds in the Historic District. Three Commissioners commented that the Russian River Sportsmen's Club and Bill Parmeter Rodeo Grounds should be added to the Duncans Mills Historic District because any development on the sites could negatively impact the District, and one Commissioner commented these properties should have been included in the Historic District when it was first established.

The Planning Commission recommended separating the Historic District Design Guidelines and Historic District boundary amendments into two separate projects, and adopting the Design Guidelines before considering the boundary amendments. The Commission also recommended that before the Historic District boundary amendments are considered, additional public workshops on the issue should be conducted in the affected communities of Bodega and Duncans Mills.

### **Resolution**

The Planning Commission recommended the Historic District boundary amendments be considered at a later date if prioritized by the BOS, after the Historic District Design Guidelines have been adopted. Prior to future Planning Commission hearings on the boundary amendments, meetings should be held in Bodega and Duncans Mills to obtain input on the boundary amendments from members of the communities and other interested parties.

Staff has provided a separate resolution for each of the four Historic Districts to allow any changes to the individual Design Guidelines.

### **List of Attachments:**

- EXHIBIT A: Draft BOS Resolution Freestone Historic District (ZCE11-0009)
  - EXHIBIT B: Draft BOS Resolution Occidental Historic District (ZCE11-0010)
  - EXHIBIT C: Draft BOS Resolution Duncans Mills Historic District (ZCE11-0011)
  - EXHIBIT D: Draft BOS Resolution Bodega Historic District (ZCE11-0012)
  - EXHIBIT E: Draft Ordinance Freestone, Occidental, Bodega Historic Districts (ZCE11-0009-0010, 0012)
  - EXHIBIT F: Draft Ordinance Duncans Mills Historic District (ZCE11-0011)
  - EXHIBIT G: Planning Commission Resolution No. 12-023
  - EXHIBIT H: Planning Commission Resolution No. 12-024
  - EXHIBIT I: Planning Commission Resolution No. 12-025
  - EXHIBIT J: Planning Commission Resolution No. 12-026
  - EXHIBIT K: Planning Commission Minutes dated November 1, 2012
  - EXHIBIT L: Planning Commission Minutes dated June 7, 2012
  - EXHIBIT M: Planning Commission Staff Report dated November 1, 2012
  - EXHIBIT N: Planning Commission Staff Report dated June 7, 2012
  - EXHIBIT O: CD of Draft Historic District Design Guidelines
- 

**On File with the Clerk:** Draft Design Guidelines for Bodega, Duncans Mills, Freestone, and Occidental Historic Districts.



**Resolution No.**

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

**Date: February 5, 2013  
ZCE11-0009 Lisa Posternak**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Finding The Project To Be Exempt From CEQA; Adopting The Proposed Design Guidelines For The Freestone Historic District; And Approving Amendment Of Article 68 Of Chapter 26 Of The Sonoma County Code To Incorporate The Freestone Historic District Design Guidelines By Reference.**

**Whereas**, the Board of Supervisors adopted Ordinance No. 1849 establishing the Freestone Historic District on December 17, 1974; and

**Whereas**, the Board of Supervisors adopted the "Design Review Policy Guidelines for the Freestone Historic District" on November 21, 1974; and

**Whereas**, in 2010 the Landmarks Commission determined the current Design Guidelines for the Freestone Historic District are inadequate because they do not incorporate an historic context statement for the District, do not identify contributory and non-contributory structures, do not include the Secretary of the Interior's Standards for the Treatment of Historic Properties, do not include clear standards in sufficient detail on all aspects of design or include adequate illustrations; and determined the Design Guidelines for the Freestone Historic District should be updated to incorporate the above information; and

**Whereas**, the Permit and Resource Management Department proposes updated Design Guidelines for the Freestone Historic District; and amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference; and

**Whereas**, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

**Whereas**, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard and continued the hearing to allow a public workshop to be conducted to further explain the proposed amendments; and

**Whereas**, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard; and

**Whereas**, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested

persons were given an opportunity to be heard; and

**Whereas**, in accordance with the provisions of law, the Board of Supervisors held a public hearing on February 5, 2013, at which time all interested persons were given an opportunity to be heard.

**Now, Therefore, Be It Resolved**, that the Board of Supervisors makes the following findings:

1. The adoption of the proposed Design Guidelines for the Freestone Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Freestone.

2. The proposed Design Guidelines for the Freestone Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.

3. The proposed Design Guidelines for the Freestone Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

**Be It Further Resolved** that the Board of Supervisors finds the project to be exempt from CEQA; adopts the proposed Design Guidelines for the Freestone Historic District; and amends Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

Gorin:                      Zane:                      McGuire:                      Carrillo:                      Rabbitt:

Ayes:                      Noes:                      Absent:                      Abstain:  
**So Ordered.**

**Resolution No.**

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

**Date: February 5, 2013  
ZCE11-0010 Lisa Posternak**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Finding The Project To Be Exempt From CEQA; Adopting The Proposed Design Guidelines For The Occidental Historic District; And Approving Amendment Of Article 68 Of Chapter 26 Of The Sonoma County Code To Incorporate The Occidental Historic District Design Guidelines By Reference.**

**Whereas**, the Board of Supervisors adopted the “Occidental Town Study Preliminary Report” on December 17, 1974; and

**Whereas**, the Board of Supervisors adopted Ordinance No. 2611 establishing the Occidental Historic District on March 4, 1980; and

**Whereas**, in 2010 the Landmarks Commission determined the current Design Guidelines for the Occidental Historic District are inadequate because they do not incorporate an historic context statement for the District, do not identify contributory and non-contributory structures, do not include the Secretary of the Interior’s Standards for the Treatment of Historic Properties, do not include clear standards in sufficient detail on all aspects of design or include adequate illustrations; and determined the Design Guidelines for the Occidental Historic District should be updated to incorporate the above information; and

**Whereas**, the Permit and Resource Management Department proposes updated Design Guidelines for the Occidental Historic District; and amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference; and

**Whereas**, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

**Whereas**, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard and continued the hearing to allow a public workshop to be conducted to further explain the proposed amendments; and

**Whereas**, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard; and

**Whereas**, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested

persons were given an opportunity to be heard; and

**Whereas**, in accordance with the provisions of law, the Board of Supervisors held a public hearing on February 5, 2013, at which time all interested persons were given an opportunity to be heard.

**Now, Therefore, Be It Resolved**, that the Board of Supervisors makes the following findings:

1. The adoption of the proposed Design Guidelines for the Occidental Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Occidental.

2. The proposed Design Guidelines for the Occidental Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.

3. The proposed Design Guidelines for the Occidental Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

**Be It Further Resolved** that the Board of Supervisors finds the project to be exempt from CEQA; adopts the proposed Design Guidelines for the Occidental Historic District; and amends Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

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

**So Ordered.**

**Resolution No.**

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

**Date: February 5, 2013  
ZCE11-0011 Lisa Posternak**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Finding The Project To Be Exempt From CEQA; Adopting The Proposed Design Guidelines For The Duncans Mills Historic District; And Approving Amendment Of Article 24 Of Chapter 26C Of The Sonoma County Code To Incorporate The Duncans Mills Historic District Design Guidelines By Reference.**

**Whereas**, the the Board of Supervisors adopted Ordinance No. 2949 establishing the Duncans Mills Historic District on March 2, 1982; and

**Whereas**, the Board of Supervisors has not previously adopted Design Guidelines for the Duncans Mills Historic District; and

**Whereas**, in 2011 the Landmarks Commission determined Design Guidelines should be prepared for the Duncans Mills Historic District; and

**Whereas**, the Permit and Resource Management Department proposes new Design Guidelines for the Duncans Mills Historic District; and amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference; and

**Whereas**, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

**Whereas**, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard and continued the hearing to allow a public workshop to be conducted to further explain the proposed amendments; and

**Whereas**, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard; and

**Whereas**, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested persons were given an opportunity to be heard; and the Planning Commission recommended the Board of Supervisors approve only the Duncans Mills Historic District Design Guidelines, take no action on the proposed boundary amendments to the Duncans Mills Historic District, and work on the proposed boundary amendments to the Duncans Mills Historic District at a later date, to include community meetings in Duncans Mills.

**Whereas**, in accordance with the provisions of law, the Board of Supervisors held a public hearing on February 5, 2013, at which time all interested persons were given an opportunity to be heard.

**Now, Therefore, Be It Resolved**, that the Board of Supervisors makes the following findings:

1. The adoption of the proposed Design Guidelines for the Duncans Mills Historic District and the proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Duncans Mills.

2. The proposed Design Guidelines for the Duncans Mills Historic District and the proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.

3. The proposed Design Guidelines for the Duncans Mills Historic District and the proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

**Be It Further Resolved** that the Board of Supervisors finds the project to be exempt from CEQA; adopts the proposed Design Guidelines for the Duncans Mills Historic District; amends Article 24 of Chapter 25C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference; and directs PRMD staff to work on the proposed boundary amendments to the Duncans Mills Historic District at a later date, to include community meetings in Duncans Mills.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

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

**So Ordered.**

**Resolution No.**

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

**Date: February 5, 2013  
ZCE11-0012 Lisa Posternak**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Finding The Project To Be Exempt From CEQA; Adopting The Proposed Design Guidelines For The Bodega Historic District; And Approving Amendment Of Article 68 Of Chapter 26 Of The Sonoma County Code To Incorporate The Bodega Historic District Design Guidelines By Reference.**

**Whereas**, the Board of Supervisors adopted Ordinance No. 3217 establishing the Bodega Historic District on October 31, 1983; and

**Whereas**, the Board of Supervisors has not previously adopted Design Guidelines for the Bodega Historic District; and

**Whereas**, in 2011 the Landmarks Commission determined Design Guidelines should be prepared for the Bodega Historic District; and

**Whereas**, the Permit and Resource Management Department proposes new Design Guidelines for the Bodega Historic District; and amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference; and

**Whereas**, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

**Whereas**, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard and continued the hearing to allow a public workshop to be conducted to further explain the proposed amendments; and

**Whereas**, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard; and

**Whereas**, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested persons were given an opportunity to be heard; and the Planning Commission recommended the Board of Supervisors approve only the Bodega Historic District Design Guidelines, take no action on the proposed boundary amendments to the Bodega Historic District, and work on the proposed boundary amendments to the Bodega Historic District at a later date, to include community meetings in Bodega.

**Whereas**, in accordance with the provisions of law, the Board of Supervisors held

a public hearing on February 5, 2013, at which time all interested persons were given an opportunity to be heard.

**Now, Therefore, Be It Resolved**, that the Board of Supervisors makes the following findings:

1. The adoption of the proposed Design Guidelines for the Bodega Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Bodega.

2. The proposed Design Guidelines for the Bodega Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.

3. The proposed Design Guidelines for the Bodega Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

**Be It Further Resolved** that the Board of Supervisors finds the project to be exempt from CEQA; adopts the proposed Design Guidelines for the Bodega Historic District; amends Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference; and directs PRMD staff to work on the proposed boundary amendments to the Bodega Historic District at a later date, to include community meetings in Bodega.

**Be It Further Resolved** that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**Supervisors:**

Gorin:                      Zane:                      McGuire:                      Carrillo:                      Rabbitt:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



## **ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING TEXT OF CHAPTER 26 OF THE SONOMA COUNTY CODE TO REFERENCE DESIGN GUIDELINES FOR THE FREESTONE, OCCIDENTAL, AND BODEGA HISTORIC DISTRICTS AND ADD PROVISION FOR ADMINISTRATIVE APPROVAL OF MINOR ALTERATIONS (ZCE11-0009, ZCE11-0010, and ZCE11-0012).

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

**SECTION I:** Article 68 (HD Historic Combining District), Chapter 26 of the Sonoma County Code is amended to incorporate references to the adopted Freestone, Occidental, and Bodega Historic District Design Guidelines and allow for administrative approvals. Article 68 is amended as follows:

(a) Section 26-68-020 is amended to read as follows:

Sec. 26-68-020. Alterations of designated historic structures and new construction within a historic district.

No zoning permit authorizing alterations (including demolition) in the exterior of a structure within the boundaries of a historic district and no zoning permits authorizing construction of a new building within the boundaries of a historic district shall be granted unless approval has been granted by the county landmarks commission. **Minor alterations may be reviewed and approved by staff in conformance with adopted design guidelines and standards.** In all cases where the request for a zoning permit involves demolition alone, however, the county landmarks commission shall take action on such request within six months of the date of application for the permit. It is not intended by this chapter to grant the county landmarks commission jurisdiction over zoning or use permit matters other than in the area of design review.

(b) Section 26-68-025 is added to read as follows:

**Sec. 26-68-025. Conformance with historic district design guidelines.**

**Alterations to existing structures and construction of new structures within Historic Districts shall be consistent with the Historic District Design Guidelines adopted by the Board of Supervisors including:**

- 1. Bodega Historic District Design Guidelines.**
- 2. Freestone Historic District Design Guidelines.**
- 3. Occidental Historic District Design Guidelines.**

**SECTION II: Environmental Determination:** The adoption of the above references to the adopted Design Guidelines is considered exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3) because it does not have the potential to cause a significant direct or indirect effect on the environment.

**SECTION III: Severability:** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared

unconstitutional or invalid.

**SECTION IV: Effective Date:** This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this 5<sup>th</sup> day of February, 2013, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin:            Zane:            McGuire:        Carrillo:        Rabbitt:

Ayes:            Noes:            Absent:            Abstain:

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED

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Chair, Board of Supervisors  
County of Sonoma

ATTEST:

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Veronica A. Ferguson  
Clerk of the Board of Supervisors

## **ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 26C OF THE SONOMA COUNTY CODE TO INCORPORATE DESIGN GUIDELINES FOR THE DUNCANS MILLS HISTORIC DISTRICT BY REFERENCE (ZCE11-0011).

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

**SECTION I:** Section 26C-241 (Coastal Zoning) of the Sonoma County Code is amended to include reference to the adopted Duncans Mills Historic District Design Guidelines. Section 26C-241 is amended to read as follows:

Section 26C-241. Alterations of Designated Historic Structures and New Construction within a Historic District.

No zoning permit authorizing alterations (including demolition) in the exterior of a structure within the boundaries of a historic district and no zoning permits authorizing construction of a new building within the boundaries of a historic district shall be granted unless approval has been granted by the County Landmarks Commission. **Minor alterations may be reviewed and approved by staff in conformance with standards.** In all cases where the request for a zoning permit involves demolition alone, however, the county landmarks commission shall take action on such request within six months of the date of application for the permit. It is not intended by this chapter to grant the county landmarks commission jurisdiction over zoning or use permit matters other than in the area of design review.

**Alterations to existing structures and construction of new structures within the following designated Historic Districts must be consistent with the Design Guidelines adopted by the Board of Supervisors:**

**1. Duncans Mills Historic District Design Guidelines.**

**SECTION II: Environmental Determination:** The adoption of the above reference to the Duncans Mills Historic District Design Guidelines is considered exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3) because it does not have the potential to cause a significant direct or indirect effect on the environment.

**SECTION III: Severability:** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION IV: Effective Date:** This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this 5<sup>th</sup> day of February, 2013, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED

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Chair, Board of Supervisors  
County of Sonoma

ATTEST:

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Veronica A. Ferguson  
Clerk of the Board of Supervisors

Resolution Number 12-023

County of Sonoma  
Santa Rosa, California

November 1, 2012  
ZCE11-0009 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA; ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE FREESTONE HISTORIC DISTRICT; AND APPROVE AMENDMENT OF ARTICLE 68 OF CHAPTER 26 OF THE SONOMA COUNTY CODE TO INCORPORATE THE FREESTONE HISTORIC DISTRICT DESIGN GUIDELINES BY REFERENCE.

WHEREAS, the Board of Supervisors adopted Ordinance No. 1849 establishing the Freestone Historic District on December 17, 1974; and

WHEREAS, the Board of Supervisors adopted the "Design Review Policy Guidelines for the Freestone Historic District" on November 21, 1974; and

WHEREAS, in 2010 the Landmarks Commission determined the current Design Guidelines for the Freestone Historic District are inadequate because they do not incorporate an historic context statement for the District, do not identify contributory and non-contributory structures, do not include the Secretary of the Interior=s Standards for the Treatment of Historic Properties, do not include clear standards in sufficient detail on all aspects of design or include adequate illustrations; and determined the Design Guidelines for the Freestone Historic District should be updated to incorporate the above information; and

WHEREAS, the Permit and Resource Management Department proposes updated Design Guidelines for the Freestone Historic District; and amendment of Article 68 of Chapter 25 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act (ACEQA@) pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard.

WHEREAS, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard.

WHEREAS, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Freestone Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Freestone.
2. The proposed Design Guidelines for the Freestone Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
3. The proposed Design Guidelines for the Freestone Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; adopt the proposed Design Guidelines for the Freestone Historic District; and amend Article 68 of Chapter 25 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Lynch, who moved its adoption, seconded by Commissioner Cook, and adopted on roll call by the following vote:

Commissioner Carr	Aye
Commissioner Bennett	Aye

Commissioner Cook	Aye
Commissioner Liles	Aye
Commissioner Lynch	Aye

Ayes: 5	Noes: 0	Absent: 0	Abstain: 0
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WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

Resolution Number 12-024

County of Sonoma  
Santa Rosa, California

November 1, 2012  
ZCE11-0010 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA; ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE OCCIDENTAL HISTORIC DISTRICT; AND APPROVE AMENDMENT OF ARTICLE 68 OF CHAPTER 26 OF THE SONOMA COUNTY CODE TO INCORPORATE THE OCCIDENTAL HISTORIC DISTRICT DESIGN GUIDELINES BY REFERENCE.

WHEREAS, the Board of Supervisors adopted Ordinance No. 2611 establishing the Occidental Historic District on March 4, 1980; and

WHEREAS, the Board of Supervisors adopted the "Occidental Town Study Preliminary Report" on December 17, 1974 ; and

WHEREAS, in 2010 the Landmarks Commission determined the current Design Guidelines for the Occidental Historic District are inadequate because they do not incorporate an historic context statement for the District, do not identify contributory and non-contributory structures, do not include the Secretary of the Interior's Standards for the Treatment of Historic Properties, do not include clear standards in sufficient detail on all aspects of design or include adequate illustrations; and determined the Design Guidelines for the Occidental Historic District should be updated to incorporate the above information; and

WHEREAS, the Permit and Resource Management Department proposes updated Design Guidelines for the Occidental Historic District; and amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard.

WHEREAS, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard.

WHEREAS, in accordance with the provisions of law, the Planning Commission held a

continued public hearing on November 1, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Occidental Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Occidental.
2. The proposed Design Guidelines for the Occidental Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
3. The proposed Design Guidelines for the Occidental Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; adopt the proposed Design Guidelines for the Occidental Historic District; and amend Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.



THE FOREGOING RESOLUTION was introduced by Commissioner Lynch, who moved its adoption, seconded by Commissioner Cook, and adopted on roll call by the following vote:

Commissioner Carr	Aye
Commissioner Bennett	Aye
Commissioner Cook	Aye
Commissioner Liles	Aye
Commissioner Lynch	Aye

Ayes: 5      Noes: 0      Absent: 0      Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

Resolution Number 12-025

County of Sonoma  
Santa Rosa, California

November 1, 2012  
ZCE11-0011 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA; ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE DUNCANS MILLS HISTORIC DISTRICT; AND APPROVE AMENDMENT OF ARTICLE 24 OF CHAPTER 26C OF THE SONOMA COUNTY CODE TO INCORPORATE THE DUNCANS MILLS HISTORIC DISTRICT DESIGN GUIDELINES BY REFERENCE.

WHEREAS, the Board of Supervisors adopted Ordinance No. 2949 establishing the Duncans Mills Historic District on March 2, 1982; and

WHEREAS, the Board of Supervisors has not adopted Design Guidelines for the Duncans Mills Historic District; and

WHEREAS, in 2011 the Landmarks Commission determined Design Guidelines should be prepared for the Duncans Mills Historic District; and

WHEREAS, the Permit and Resource Management Department proposes new Design Guidelines for the Duncans Mills Historic District; and amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference; and

WHEREAS, the consultant who prepared the Design Guidelines for the Duncans Mills Historic District recommended the boundary of the Duncans Mills Historic District be modified to include two additional parcels located at 23450 Moscow Road, Duncans Mills (APN 096-170-006) and 25150 Steelhead Boulevard, Duncans Mills (APN 096-170-007); and

WHEREAS, the Permit and Resource Management Department proposed to change the boundary of the Duncans Mills Historic District based on the recommendation of said consultant; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested persons were given an opportunity to be heard; and the Planning Commission recommended the Board of Supervisors approve only the Duncans Mills Historic District Design Guidelines; take no action on the proposed boundary amendments to the Duncans Mills Historic District; and work on the proposed boundary amendments at a later date, to include community meetings in Duncans Mills.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Duncans Mills Historic District and proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Duncans Mills.
2. The proposed Design Guidelines for the Duncans Mills Historic District and the proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
3. The proposed Design Guidelines for the Duncans Mills Historic District and the proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; adopt the proposed Design Guidelines for the Duncans Mills Historic District; amend Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference; and direct PRMD Staff to work on the proposed boundary amendments to the Duncans Mills Historic District to include community meetings in Duncans Mills.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Lynch, who moved its adoption, seconded by Commissioner Cook, and adopted on roll call by the following vote:

Commissioner Carr	No
Commissioner Bennett	No
Commissioner Cook	Aye
Commissioner Liles	Aye
Commissioner Lynch	Aye

Ayes: 3      Noes: 2      Absent: 0      Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

Resolution Number 12-026

County of Sonoma  
Santa Rosa, California

November 1, 2012  
ZCE11-0012 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA, ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE BODEGA HISTORIC DISTRICT, AND AMEND ARTICLE 68 OF CHAPTER 26 OF THE SONOMA COUNTY CODE TO INCORPORATE THE HISTORIC DISTRICT DESIGN GUIDELINES BY REFERENCE.

WHEREAS, the Board of Supervisors adopted Ordinance No. 3217 establishing the Bodega Historic District on October 31, 1983; and

WHEREAS, the Board of Supervisors has not adopted Design Guidelines for the Bodega Historic District; and

WHEREAS, in 2011 the Landmarks Commission determined Design Guidelines should be prepared for the Bodega Historic District; and

WHEREAS, the Permit and Resource Management Department proposes new Design Guidelines for the Bodega Historic District; and amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference; and

WHEREAS, the consultant who prepared the Design Guidelines for the Bodega Historic District recommends the boundary of the Bodega Historic District be modified to exclude eight parcels located at 217 Church Street, Bodega (APN 103-110-001); 249 Salmon Creek Road, Bodega (APN 103-120-033); 352 Salmon Creek Road, Bodega (APN 103-130-008); 330 Salmon Creek Road, Bodega (APN103-130-010); 544 Salmon Creek Road, Bodega (APN103-130-012); 550 Salmon Creek Road, Bodega (APN103-130-013); 320 Salmon Creek Road, Bodega (APN103-130-015); and 310 Salmon Creek Road, Bodega (APN103-130-016); and

WHEREAS, the Permit and Resource Management Department proposed to change the boundary of the Bodega Historic District to exclude six of the eight parcels recommended by the consultant for exclusion from the Bodega Historic District (i.e., the parcels except for the two parcels at 217 Church Street, Bodega (APN 103-110-001) and 249 Salmon Creek Road (APN 103-120-033), Bodega; and

WHEREAS, the Permit and Resource Management Department determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission held a public workshop on July 16, 2012, at which time all

interested persons were given an opportunity to ask questions and be heard; and WHEREAS, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested persons were given an opportunity to be heard; and the Planning Commission recommended the Board of Supervisors approve only the Bodega Historic District Design Guidelines; take no action on the proposed boundary amendments to the Bodega Historic District; and work on the proposed boundary amendments to the Bodega Historic District at a later date, to include community meetings in Bodega

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Bodega Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Bodega.
2. The proposed Design Guidelines for the Bodega Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
3. The proposed Design Guidelines for the Bodega Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; adopt the proposed Design Guidelines for the Bodega Historic District; amend Article 64 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference; and direct PRMD Staff to work on the proposed boundary amendments to the Bodega Historic District, to include community meetings in Bodega.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

Resolution No. 12-026

November 1, 2012

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THE FOREGOING RESOLUTION was introduced by Commissioner Lynch, who moved its adoption, seconded by Commissioner Cook, and adopted on roll call by the following vote:

Commissioner Carr	Aye
Commissioner Bennett	Aye

Commissioner Cook	Aye
Commissioner Liles	Aye
Commissioner Lynch	Aye

Ayes: 5      Noes: 0      Absent: 0      Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



# Sonoma County Planning Commission **MINUTES**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: November 1, 2012  
Meeting No.: 12-009

## ROLL CALL

### Commissioners

Greg Carr  
Don Bennett  
Paula Cook  
Tom Lynch  
Jason Liles

### Staff Members

Jennifer Barrett  
Lisa Posternak  
Amy Lyle  
Sue Dahl  
David Hurst, Chief Deputy County Counsel

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**1:00 PM** Call to order and Pledge of Allegiance

**Approval of Minutes -**

**Correspondence**

**Board of Supervisors Actions**

**Commissioner Announcements/Disclosures**

**Public Appearances**

**Items scheduled on the agenda**

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## REGULAR CALENDAR

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Item No.1 Time:	1:05 p.m.	File:	ZCE11-0009
Con't from:	June 7, 2012		
Applicant:	County of Sonoma PRMD	Staff:	Lisa Posternak
Env. Doc:	Categorical Exemption		
Proposal:	Update the Freestone Historic District Design Guidelines. No properties are proposed to be added to or removed from the Historic District.		
Location:	Properties within the Freestone Historic District		
APN:		Supervisory District:	5
Zoning:			

**NOTE: the discussion for ZCE11-0009 through ZCE11-0012 is in this section, individual actions taken are under the project files mentioned below.**



**Lisa Posternak** summarized the staff report, which is incorporated herein by reference, noting that the Parmeter's submitted a request that the rodeo grounds be not added to the Historic District.

**Commission Discussion:**

**Commissioner Carr** asked if Landmarks had weighed in on the Bodega Creamery and Staff Posternak said it had not.

**Public Hearing Opened** at 1:30 p.m.

**Sharilyn Parmeter**, Duncans Mills, said someone was out from the County, took pictures, and left. The Parmeter property is already subject to 8 zoning districts and they do not want another level of bureaucracy. Their property should not be included as a link to connect the Sportsmans Club with the district.

**Andrea Granahan**, Bodega, said Bodega residents were concerned about properties left out of the Bodega Historical District. Years ago a developer tried to put in condos and the whole town came out against it. In Occidental there was an attempt to develop a strip mall and high rises at one time. Such proposals finally led to the creation of historic districts.

**Steve Labranche**, Russian River Sportsmens Club, said that they had submitted letters that were not mentioned. They are not interested in being part of the boundary expansion. Nothing can be built on the site, and it is not visible Highway 116 or the center of the district.

**Public hearing closed** at 1:40

**Commissioner Lynch** asked about why certain properties were being considered for removal from the Duncans Mills Historic District. Staff Posternak said that there are a couple of vacant parcels and the others have been developed. **Commissioner Lynch** did not see the need to add the Parmeter property or the Sportsmans Club.

**Staff Posternak** said that in Bodega, people had expressed concern about removing parcels from the district and there is a lot of support in the community for the HD designation.

**Commissioner Lynch** stated that he supported the adopting the guidelines, but not necessarily changing boundaries in the Duncans Mills HD. Commissioner Cook asked why the rodeo and club were not originally included, and Staff Posternak said she did not know, but that the consultant had recommended inclusion. HD designation is used by the Landmarks Committee when reviewing projects to help them to better assess impacts.

**Commissioner Carr** agreed that the guidelines are a good idea, and recommended adding the creamery to the HD zoning designation. He did not support removing properties in the Duncans Mills district and supported adding in the rodeo. He was not decisive about the Sportsman Club, as it was physically separate, it could go either way.

**Commissioner Bennett** stated that the intent of all this process is to preserve history of communities. He expressed concern about removing properties, noting that this was not desired by the community of Bodega. In Duncans Mills, Commissioner Bennett was inclined to support including the rodeo and sportsmans club into the HD designation.

**Commissioner Cook** also supported retaining the boundaries in Bodega and linking to the creamer. She did not support exclusion of properties in Duncans Mills and said that it had been a glaring omission not to include the rodeo and sportsman club in the original boundaries.

**Commissioner Liles** commented that it seems like a consultant-driven project, which could be problematic. He compared it to the Alcohol Ordinance, thinks the guidelines are positive, but cautioned against putting the care before the horse. He recommended adopting the guidelines before changing the boundaries.

**Commissioner Lynch** commented that he had been a Russian River resident for 33 years there are many natural impediments that affect the rodeo and sportsman club such as the floodplain zoning, septic issues. To

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add HD zoning for unbuildable parcels can be an asset to the community. He moved to approve all the guidelines without changing the boundaries, and recommended that staff continue to review the boundaries.

**Commissioner Carr** asked what mechanism was in place to amend boundaries at future date. **Deputy Director Barrett** noted that it would be included in the two year Comp Planning Work Plan which will go to the Board of Supervisors in Spring. Since the zoning code is also being amended, it will be up to the Board to decide if this is a priority.

**Commissioner Liles** said he would not want to change boundaries without meeting in the community to discuss the issue with affected property owners.

**Change in Draft Conditions:**

Modify resolution and findings to state that the Planning Commission felt strongly that hearings should take place in the affected communities, especially Duncans Mills and Bodoega, and additional hours should be added to the Work Plan to accomplish this.

**Commissioner Cook** said she wanted to hear from the consultant.

The last sentence was removed all the resolutions, and anything related to removing boundaries.

Action: **Commissioner Lynch** moved to recommend approval of the Historic District Design Guidelines to the Board of Supervisors. Seconded by **Commissioner Cook** and passed with a 5-0 vote.  
Appeal Deadline: n/a  
Resolution No.: 12-023

Carr: Aye	Bennett: Aye	Cook: Aye	Liles: Aye	Lynch: Aye
Ayes: 5	Noes: 0	Absent: 0	Abstain: 0	

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Item No.1b Time:	1:05 p.m.	File:	ZPE11-0010
Con't from:	June 7, 2012		
Applicant:	County of Sonoma PRMD	Staff:	Lisa Posternak
Env. Doc:	Categorical Exemption		
Proposal:	Update the Occidental Historic District Design Guidelines. No properties are proposed to be added to or removed from the Historic District.		
Location:	Properties within the Occidental Historic District		
APN:		Supervisory District:	5
Zoning:			

See discussion above

Action: **Commissioner Lynch** moved to recommend approval of the Historic District Design Guidelines to the Board of Supervisors. Seconded by **Commissioner Cook** and passed with a 5-0 vote. Appeal Deadline:  
Appeal Deadline: n/a  
Resolution No.: 12-024

Carr: Aye	Bennett: Aye	Cook: Aye	Liles: Aye	Lynch: Aye
Ayes: 5	Noes: 0	Absent: 0	Abstain: 0	

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Item No.1c Time:	1:05 p.m.	File:	ZPE11-0011
Con't from:	June 7, 2012		
Applicant:	County of Sonoma PRMD	Staff:	Lisa Posternak

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Env. Doc: Categorical Exemption  
Proposal: Adopt new Duncans Mills Historic District Guidelines and amend the boundary of the Duncans Mills Historic district. Two (2) properties are proposed to be added to the Historic District (HD zoning to be added).  
Location: Properties within the Duncans Mills Historic District. Proposed properties to be added: 23450 Moscow Road, 25150 Steelhead Blvd., Duncans Mills  
APN: 096-170-006, -007 Supervisorial District: 5  
Zoning: BR (Biotic Resources) CT (Commercial Tourist), CC (Coastal Combining), F1 (Primary Floodplain), RRD (Resources and Rural Development), B6-160/640 acre density, F2 (Floodplain), HD (Historic District), VOH (Valley Oak Habitat), SR (Scenic Resources).

**See Discussion Above**

Action: **Commissioner Lynch** moved to recommend approval of the Historic District Design Guidelines, exclude the proposed boundary amendment from consideration, and recommend that the Board of Supervisors consider directing staff to hold future public meetings in the community to discuss potential boundary amendments, including the Russian River Rodeo and Sportsmen's Club properties. Seconded by **Commissioner Cook** and passed with a 3-2 vote.

Appeal Deadline: n/a  
Resolution No.: 12-025

Carr: No	Bennett: No	Cook: Aye	Liles: Aye	Lynch: Aye
Ayes: 3	Noes: 2	Absent: 0	Abstain: 0	

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Item No.1d Time: 1:05 p.m. File: ZPE11-0012  
Con't from: June 7, 2012  
Applicant: County of Sonoma PRMD Staff: Lisa Posternak  
Env. Doc: Categorical Exemption  
Proposal: Adopt new Bodega Historic District Design Guidelines and amend the boundary of the Bodega Historic District. Six (6) properties are proposed for removal from the Historic District (HD zoning to be removed). No properties are proposed to be added to the Historic District.  
Location: Properties within the Bodega Historic District. Proposed properties to be removed: 352, 330, 544, 550, 320 and 310 Salmon Creek Road.  
APN: 103-130-008, -010, -012, -013, -015 and -016 Supervisorial District: 5  
Zoning: RC (Rural Commercial) BR (Biotic Resources) HD (Historic District) SR (Scenic Resources) RR (Rural Residential) B6 -10 acre density

**See discussion above**

Action: **Commissioner Lynch** moved to recommend approval of the Historic District Design Guidelines to the Board of Supervisors, to exclude boundary amendments from consideration, and recommend the Board of Supervisors consider directing staff to hold future public meetings in the community to discuss potential boundary amendments, including incorporating the Bodega Creamery property. Seconded by **Commissioner Cook** and passed with a 5-0 vote.

Appeal Deadline: n/a  
Resolution No.: 12-026

Carr: Aye	Bennett: Aye	Cook: Aye	Liles: Aye	Lynch: Aye
Ayes: 5	Noes: 0	Absent: 0	Abstain: 0	

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Sonoma County Combined Planning Commission  
and Board of Zoning Adjustments  
**MINUTES**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: June 7, 2012  
Meeting No.: 12-0005

**ROLL CALL**

**Commissioners**

Dick Fogg  
Don Bennett  
Paula Cook  
Jason Liles  
Tom Lynch, Chair

**Staff Members**

Jennifer Barrett  
Scott Hunsperger  
Cynthia Demidovich  
Lisa Posternak  
Sue Dahl  
David Hurst, Chief Deputy County Counsel

1:00 Call to order and Pledge of Allegiance

**Approval of Minutes:** May 3, 2012 Planning Commission, moved to future calendar for adoption

Correspondence

Board of Supervisors Actions

Public Appearances

**PLANNING COMMISSION REGULAR CALENDAR**

Item # 5 Time: 1:45 p.m. File: ZCE11-0012  
Applicant: Sonoma County PRMD Staff: Lisa Posternak  
Env. Doc: Categorical Exemption  
Proposal: Adopt new Bodega Historic District Design Guidelines and amend the boundary of the Bodega Historic District. Eight (8) properties are proposed for removal from the Historic District (HD zoning to be removed). No properties are proposed to be added to the Historic District.  
Location: 217 Church Street and 249, 352, 330, 544, 550, 320 and 310 Salmon Creek Road  
APN: 103-110-001, 103-120-033, 103-130-008, -010, -012, -013, -015 and -016  
Supervisorial District: 5  
Zoning: RC (Rural Commercial) BR (Biotic Resources) HD (Historic District) SR (Scenic Resources)  
RR (Rural Residential) B6 -10 acre density

**MINUTES cover discussion for ZCE12-0009 through ZCE12-0012.**

**Lisa Posternak** summarized the staff report for **ZCE12-0009 through ZCE12-0012**, which is incorporated herein by reference.

**Questions from Commissioners:** **Cook** asked for a description of what is involved in the HD zoning district.

**Staff Posternak** replied that when development is proposed that would alter or demolish existing buildings, or add new buildings, applicants are required to go to Landmarks Commission, which involves paying a fee and review by the Commission. **Commissioner Cook** asked if this applies to abutting parcels not zoned HD. **Staff Posternak** said that planners can look at the impacts on the historic district in discretionary projects. **Deputy Director Barrett** said the major difference is that the HD design guidelines do not apply. In this county, all commercial buildings require Design Review. In the new Integrated Development Code, Landmarks and Design Review Committee are going to be combined, which will eliminate the requirement for two separate reviews.

**Commissioner Cook** asked about the notification process. **Staff Posternak** said that all notices were mailed and posted on May 25<sup>th</sup> and she did her best to personally contact all the property owners but she could not get in touch with a couple, and in other instances had to leave messages.

**Commissioner Fogg** said that the role of Landmarks is not clear as far as how it interconnects with permitting. **Deputy Director Barrett** clarified that the Landmarks Committee serves as a design review decision authority on permits involving parcels with HD zoning. Decisions are appealable to the BZA. **Commissioner Fogg** was troubled by the current code language on Page 6, which asks for an amendment that alternatives be reviewed and approved by staff rather than Landmarks.

**Commissioner Liles** expressed concern about the notification process and the impacts on property owners.

**Public Hearing opened** at 3:37 p.m.

**Janice Goodman, Duncans Mills**, secretary for the Russian River Sportsmen's Club in Duncans Mills, said she received the first notice postmarked May 25<sup>th</sup> and received emails about the same date. Goodman expressed displeasure that although the redesignation has been under consideration for a couple of years, she never received a notice about the Landmarks hearing and was shocked with she saw the minutes. The minutes were not thorough, and there are unanswered questions about noticing and public involvement. Goodman expressed concerned about the impact of the redesignation on the club and property. While they have no intention of making changes to the structures in the foreseeable future, they would like more time to understand the impacts of redesignation. Want to know what impacts will be to be added to district and asked for another 30 days to give her time to ask questions and do research.

**Steve La Branche**, Russian River Sportsmen's Club, also complained that he didn't have adequate time to read or discuss the information, and said that **Staff Posternak's** comment about contacting a "Chris" was confusing because he knows nobody with that name involved in the property. LaBranche stated that Mr. Quigley contacted Staff Posternak first and did not receive a phone call or written notice. Although other residents of Duncan's Mills got the notice of the current hearing, the Sportsmen's Club did not. They have no plans to change the club.

**Lois Parmeter, Cazadero**, was opposed to adding the Rodeo grounds to the HD district. The proposed guidelines will conflict with the current farm/ranch/ rodeo use and the tourist attraction gift shops and art galleries. The property, a farm, has been in her family for 70 years ago, and they have had many rodeos. The wish to continue doing so, and they are good stewards of the land. The only building of any historical significance is the barn, and they are already subjected to 6 zoning designations. They are doing just fine as it is, don't want another layer of zoning, and can't afford to hire architects.

**David Ferrera, Duncans Mills**, has restored and reconstructed many buildings in town. Duncans Mills looked good, and the rodeo grounds are a great addition. The Sportsmen's Club is not visible from town. Ferrera supports reducing government involvement, and said Duncan's Mills has developed just fine without County involvement. More regulation is not needed.

**Eric Koenigshofer, Occidental**, said that the main issue is that methods of notification has historically been inadequate. Koenigshofer lives in Freestone, another HD district, and said that an all metal structure was approved, in direct conflict with the HD zoning, which is supposed to retain visual as well as historical integrity. The building should have been constructed from wood.

Koenigshofer said that HD parcels deserve careful attention and opposed removing any parcels from the designation. Any parcels removed from the HD zoning could be redeveloped. Not enough attention was given to noticing from Landmarks hearings to the present hearing and it is a mistake.

In Bodega, there is a very historic building further down Salmon Creek, and that makes it inappropriate to remove the parcels from HD zoning. Staff should have gotten more local input, and the typical posting method is woefully inadequate. A better noticing process should be found. Koenigshofer asked to be put on the Freestone mailing list as he was left out of the notification.

**Public Hearing Closed** at 4:00

**Commissioner Cook** said it is a big deal when drawing boundaries, as it does not just enhance the historical integrity, but also gives incentives to property owners and can affect insurance costs and requirements. She asked why the other HD barn was excluded from the Bodega HD zoning. Such a project is highly political and emotional, and requires workshops, not just noticing.

**Commissioner Bennett** said he is an advocate for this type of design control, and he has seen it work. When successful, participants realize more benefits than not.

**Commissioner Lynch** was concerned about complaints about lack of communication and was reluctant to make a decision because of it. He stated that Mr. Koenigshofer made some good points and he wants a better discussion about the impacts of removing properties from HD zoning. Many are attracted to these areas because of the historical nature, we need to preserve it, and we need to spend more time educating people about the proposal.

**Commissioner Fogg** concurred with the other commissioner's concerns.

**Commissioner Liles** agreed that the proposal is not ready for "prime time," and said the Board of Supervisors would not support it as is. He suggested holding workshop and inviting all affected property owners, commissioners and the Landmarks commissioners. **Commissioner Liles** also asked for a more thorough job of notification. Staff Posternak said she would also invite the historical consultant.

Action: **Commissioner Lynch** moved to continue the item off calendar. Seconded by **Commissioner Cook** and passed with a 5-0 vote. Staff was directed to conduct a public workshop to include commissioners and Landmarks staff on Monday, July 16<sup>th</sup> at 3:00.

Appeal Deadline: n/a

Resolution No.:

Fogg: aye	Bennett: aye	Cook: aye	Liles: aye	Lynch: aye
	Ayes: 5	Noes: 0	Abstain: 0	

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Item #6	Time:	1:45 p.m.	File:	ZCE11-0010
	Applicant:	Sonoma County PRMD	Staff:	Lisa Posternak
	Env. Doc:	Categorical Exemption		
	Proposal:	Update the Occidental Historic District Design Guidelines. No properties are proposed to be added or removed from the Historic District.		
	Location:	Properties within the Occidental Historic District	Supervisory District:	5

Action: **Commissioner Lynch** moved to continue the item off calendar. Seconded by Commissioner Cook and passed with a 5-0 vote. Staff was directed to conduct a public workshop to include commissioners and Landmarks staff on Monday, July 16<sup>th</sup> at 3:00.

**For discussion, see minutes for ZCE 11-0012, above.**

Appeal Deadline: n/a

Resolution No.:

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Fogg: aye	Bennett: aye	Cook: aye	Liles: aye	Lynch: aye
	Ayes: 5	Noes: 0	Absent: 0	Abstain: 0

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Item # 7	Time: 1:45 p.m.	File: ZCE11-0009
Applicant:	Sonoma County PRMD	Staff: Lisa Posternak
Env. Doc:	Categorical Exemption	
Proposal:	Update the Freestone Historic District Design Guidelines. No properties are proposed to be added to our removed from the Historic District.	
Location:	Properties within the Freestone Historic District	
	Supervisorial District:	5

**For discussion, see minutes for ZCE 11-0012, above.**

Action: **Commissioner Lynch** moved to continue the item off calendar. Seconded by Commissioner Cook and passed with a 5-0 vote. Staff was directed to conduct a public workshop to include commissioners and Landmarks staff on Monday, July 16<sup>th</sup> at 3:00.

Appeal Deadline: n/a  
Resolution No.:

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Fogg: aye	Bennett: aye	Cook: aye	Liles: aye	Lynch: aye
	Ayes: 5	Noes: 0	Absent: 0	Abstain: 0

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Item # 8	Time: 1:45 p.m.	File: ZCE11-0011
Applicant:	Sonoma County PRMD	Staff: Lisa Posternak
Env. Doc:	Categorical Exemption	
Proposal:	Adopt new Duncans Mills Historic District Guidelines and amend the boundary of the Duncans Mills Historic District. Four (4) properties are proposed to be removed from the Historic District (HD Zoning to be removed), and two (2) properties are proposed to be added to the Historic District (HD zoning to be added).	
Location:	Added: 23450 Moscow Road, 25150 Steelhead Blvd. Removed: 25191, 25209, 25233 and 25365 Steelhead Boulevard, Duncans Mills	
APN:	096-170-006, -007, 096-140-014, -014, -023 and -010 Supervisorial District: 5	
Zoning:	BR (Biotic Resources) CT (Commercial Tourist), CC (Coastal Combining), F1 (Primary Floodplain), RRD (Resources and Rural Development), B6-160/640 acre density, F2 (Floodplain), HS (Historic District), VOH (Valley Oak Habitat), SR (Scenic Resources).	

**For discussion, see minutes for ZCE 11-0012, above.**

Action: **Commissioner Lynch** moved to continue the item off calendar. Seconded by Commissioner Cook and passed with a 5-0 vote. Staff was directed to conduct a public workshop to include commissioners and Landmarks staff on Monday, July 16<sup>th</sup> at 3:00.

**Board of Supervisors date to be determined.**

Appeal Deadline: n/a  
Resolution No.:

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Fogg: aye	Bennett: aye	Cook: aye	Liles: aye	Lynch: aye
	Ayes: 5	Noes: 0	Absent: 0	Abstain: 0

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# COUNTY OF SONOMA

## PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

**DATE:** November 1, 2012 at 1:05 p.m.  
**TO:** Planning Commission  
**FROM:** Lisa Posternak, Project Planner  
**SUBJECT:** ZCE11-0009-0012; Draft Historic District Design Guidelines and Proposed Historic District Boundary Amendments

### **Background:**

On June 7, 2012 the Planning Commission conducted a noticed public hearing on the proposed Draft Design Guidelines for the Bodega, Duncans Mills, Freestone, and Occidental Historic Districts and the proposed boundary amendments to the Bodega and Duncans Mills Historic Districts. The Commission continued the hearing to a date and time uncertain, as mentioned in Exhibit A, to allow a public workshop on the Historic District Design Guidelines and boundary amendments before the Commission makes a recommendation to the Board of Supervisors.

On July 16, 2012 the Planning Commission held a noticed public workshop on the proposed Historic District Design Guidelines and boundary amendments. The purpose of the workshop was to further educate the Commission and property owners about historic resources and why they are important, the purpose of an Historic District, the advantages of an Historic District, how the boundary of an Historic District is determined, why the Bodega and Duncans Mills Historic District boundaries are being considered for amendment, the purpose and content of the proposed Historic District Design Guidelines, and what it means for a property owner if their property is included within an Historic District. Staff also requested comments and input from the Commission and property owners on the Historic District Design Guidelines and whether the boundaries of the Bodega and Duncans Mills Historic Districts should be amended. A Summary of Issues and Concerns raised at the public workshop on July 16, 2012 (Exhibit B) is attached.

### **Issues:**

The main issues raised at the June hearing and July workshop are why the Bodega and Duncans Mills Historic District boundaries are being considered for amendment, and what the addition of a property to the Duncans Mills Historic District would mean for the property owner. Subsequent to the workshop, comment letters were received from the Russian River Sportsmen's Club (one letter) and the Bill Parmeter Rodeo Grounds (Russian River Rodeo Grounds, two letters) about the proposal to add these two properties to the Duncans Mills Historic District (Exhibit C). The letters request the two properties not be added to the Historic District, as the properties have changed little over time; the owners do not have any intention of making major changes to the properties in the future; the requirements for design review would be a financial burden for the owners; and in the case of the Rodeo Grounds, the property does not contain any historic resources.

Other concerns raised at the June hearing and July workshop include: 1) the proposal for amendment of the Bodega Historic District boundary did not originate with the community, rather a consultant hired by the County; 2) the Bodega community was not adequately consulted or notified about the proposed removal of properties from the Historic District; and 3) the properties along Salmon Creek Road should not be removed from the Bodega Historic District because although they are visually separated from the center of Bodega and don't contain historic resources, the properties are part of the community of Bodega, and development on these properties could be incompatible with and have a substantial adverse impact on the Historic District.

### **Issue #1:** Historic District Boundaries

Regarding the issue of why the Bodega and Duncans Mills Historic District boundaries are being considered for amendment, the consultant who prepared the Bodega & Duncans Mills Historic District Design Guidelines found



the existing boundaries of the two Historic Districts are inconsistent with standard state and federal criteria, and recommended they be modified to exclude properties which either do not contain historic resources or do not contain historic resources which meet the Historic Context, Period of Significance, or Area of Significance for the Historic District; recommended to include a property containing historic resources which meet these characteristics (Russian River Sportsmen's Club); and recommended to include a property which does not contain historic resources but creates a continuous Historic District boundary (Bill Parmeter Rodeo Grounds) – a link between the Historic District core and the Russian River Sportsmen's Club.

### **Duncans Mills Historic District Boundary**

There is a concern that the addition of two properties (Bill Parmeter Rodeo Grounds and Russian River Sportsmen's Club) to the Duncans Mills Historic District would adversely affect property owners. For instance, if either property owner proposes to demolish an existing structure, construct a new structure, or make an alteration to the exterior of an existing structure, the project would require design review approval by the Landmarks Commission, for which there is a fee, and may have certain conditions or standards applied. This requirement would be in addition to design review by the Design Review Committee (DRC) that is already required for most alterations to the exterior of existing or construction of new non-residential buildings or structures and for development on properties located along a Scenic Highway Corridor. The Planning Commission has the option of recommending retention of the current Duncans Mills Historic District boundary or adding the two properties as recommended by staff and the consultant.

Regarding the issue of lack of historic resources on the Bill Parmeter Rodeo Grounds property, a property which does not contain historic resources is included in an Historic District when it provides continuity or linkage to other properties which contain historic resources or to contributing properties, or new development on the property could affect the integrity of the Historic District or historic resources on properties within the Historic District. An Historic District is a specific area containing a significant concentration, linkage, or continuity of buildings, structures, sites, or objects of historic merit which represent an historic or aesthetic theme important to the County, state, or country. By definition, not all of the buildings and structures in an Historic District represent the historic or aesthetic theme on which the District is based. Non-contributing properties are included in an Historic District to provide continuity or linkage to contributing properties, and are part of the setting for contributing properties.

If the Russian River Sportsmen's Club property were not added to the Duncans Mills Historic District, future exterior alterations to the club building and/or construction of new buildings or structures on the property could be incompatible with the historic resources and character of the historic building and the Duncans Mills Historic District, which could result in the loss of historic integrity, hence historic importance and value, of the building and the Historic District. However, the following factors decrease the likelihood that such development would occur on the property: 1) design review by the DRC would be required for most exterior alterations to the existing building or new construction, 2) the majority of the property is located in the F1 Zoning District where new structures are not permitted, and 3) the Russian River Sportsmen's Club is not visible from other properties in the Historic District. Adding the Bill Parmeter Rodeo Grounds to the Duncans Mills Historic District would only be appropriate if the Russian River Sportsmen's Club were added to the Historic District, as it would serve to make the Historic District boundary continuous.

### **Bodega Historic District Boundary**

Staff recommends the six properties along Salmon Creek Road be removed from the Bodega Historic District because retaining them in the Historic District would be inconsistent with state and federal criteria for designating an Historic District boundary. The properties are visually separate from the other, main portion of the Historic District; and the owners of two of these properties have requested the properties be removed from the Historic District. The six properties proposed for removal from the Historic District do not contain historic resources which meet the Historic Context, Period of Significance, or Area of Significance for the Historic District; they do not contain other types of historic resources; and they are not necessary in the Historic District to create a continuity or linkage to contributing properties. Furthermore, since the properties are visually separate from the other, main portion of the Historic District, new development on the properties would not be seen simultaneously with existing

development in the Historic District, substantially decreasing the potential for new development on these properties to be inconsistent with and have an adverse impact on the historic character and resources of the Historic District. However, it is possible that if these properties were removed from the Historic District, new development on the properties could have an adverse impact on the Historic District, one of the concerns raised at the public hearing and workshop. The Planning Commission has the option of retaining the existing Bodega Historic District boundary or removing the six properties as recommended by staff and the consultant.

**Issue #2:** Financial Burden

Regarding the issue of the financial burden for the owners of property in an Historic District, PRMD generally coordinates joint meetings of the Landmarks Commission and DRC to reduce the costs for projects involving an historic commercial building. Additionally, the proposed amendments to Article 68 of Chapter 26 and Article 24 of Chapter 26C of the Sonoma County Code incorporate the Historic District Design Guidelines by reference, and they include language amending the procedure for alterations to historic structures and new construction within an historic district to allow staff to review and approve minor alterations to historic structures without going to the Landmarks Commission. Furthermore, the Board of Supervisors could create an incentive for preservation of historic resources by establishing a lower fee level for Design Review of properties zoned Historic District (HD).

**Issue #3:** Community Consultation and Notification

Regarding the issue of consultation with and notification of property owners about the proposed removal of properties from the Bodega Historic District, staff sent notices of the June and November public hearings and the July public workshop to all owners of property in the Historic District and the owners of property proposed for addition to the Duncans Mills Historic District; and for the June hearing staff contacted the owners of property proposed for removal from the Bodega Historic District and for addition to the Duncans Mills Historic District by telephone to ensure they were aware of the proposals and the June public hearing date and time. The July public workshop gave property owners an opportunity in addition to the public hearings to comment on the proposed amendments to the Historic District boundaries. The notice for the public workshop was mailed about six weeks before the workshop date, giving the property owners more than the usual amount of time to comment on the proposal before the workshop and plan for providing comments at the workshop.

**STAFF RECOMMENDATIONS**

The Planning Commission shall consider the following recommendations to the Board of Supervisors: 1) whether to adopt the proposed Design Guidelines for each Historic District, 2) whether to incorporate the proposed updated Design Guidelines for the Freestone and Occidental Historic Districts and the new Design Guidelines for the Bodega and Duncans Mills Historic District in Articles 68 and 24 of Chapter 26 and 26C, respectively; 3) whether and how to amend the boundary of the Bodega Historic District; and 4) whether and how to amend the boundary of the Duncans Mills Historic District. Separate Resolutions for each Historic District have been prepared for consideration.

As recommended in the June 7, 2012 Staff Report, staff recommends the Planning Commission adopt the following Resolutions:

1. Resolution recommending adoption of the proposed Freestone Historic District Design Guidelines and amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate these Design Guidelines by reference (Exhibit D);
2. Resolution recommending adoption of the proposed Occidental Historic District Design Guidelines and amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate these Design Guidelines by reference (Exhibit E);
3. Resolution recommending adoption of the Bodega Historic District Design Guidelines, amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate these Design Guidelines by reference, and amendment of the Historic District boundary by removing the HD zoning designation from the properties

listed in Table 2 of the June 7, 2012 Planning Commission Staff Report, with the exception of 217 Church Street (APN 103-110-001, ID# 20) and 249 Salmon Creek Road, (APN 103-120-033, ID#17) (Exhibit F); and

4. Resolution recommending adoption of the Duncans Mills Historic District Design Guidelines, amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate these Design Guidelines by reference, and amendment of the boundary of the Historic District to include the Russian River Sportsmen's Club and Bill Parmeter Rodeo Grounds properties (Exhibit G).

**LIST OF ATTACHMENTS**

- EXHIBIT A: Planning Commission Minutes dated June 7, 2012
- EXHIBIT B: Summary of Issues and Concerns
- EXHIBIT C: Correspondence Received
- EXHIBIT D: Draft Resolution - Freestone Historic District
- EXHIBIT E: Draft Resolution - Occidental Historic District
- EXHIBIT F: Draft Resolution - Bodega Historic District with Boundary Amendment Map
- EXHIBIT G: Draft Resolution - Duncans Mills Historic District with Boundary Amendment Map



Sonoma County Combined Planning Commission  
and Board of Zoning Adjustments  
**MINUTES**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: June 7, 2012  
Meeting No.: 12-0005

**ROLL CALL**

**Commissioners**

Dick Fogg  
Don Bennett  
Paula Cook  
Jason Liles  
Tom Lynch, Chair

**Staff Members**

Jennifer Barrett  
Scott Hunsperger  
Cynthia Demidovich  
Lisa Posternak  
Sue Dahl  
David Hurst, Chief Deputy County Counsel

1:00 Call to order and Pledge of Allegiance

**Approval of Minutes:** May 3, 2012 Planning Commission, moved to future calendar for adoption

Correspondence

Board of Supervisors Actions

Public Appearances

**PLANNING COMMISSION REGULAR CALENDAR**

Item # 5 Time: 1:45 p.m. File: ZCE11-0012  
Applicant: Sonoma County PRMD Staff: Lisa Posternak  
Env. Doc: Categorical Exemption  
Proposal: Adopt new Bodega Historic District Design Guidelines and amend the boundary of the Bodega Historic District. Eight (8) properties are proposed for removal from the Historic District (HD zoning to be removed). No properties are proposed to be added to the Historic District.  
Location: 217 Church Street and 249, 352, 330, 544, 550, 320 and 310 Salmon Creek Road  
APN: 103-110-001, 103-120-033, 103-130-008, -010, -012, -013, -015 and -016  
Supervisory District: 5  
Zoning: RC (Rural Commercial) BR (Biotic Resources) HD (Historic District) SR (Scenic Resources)  
RR (Rural Residential) B6 -10 acre density

**MINUTES cover discussion for ZCE12-0009 through ZCE12-0012.**

**Lisa Posternak** summarized the staff report for **ZCE12-0009 through ZCE12-0012**, which is incorporated herein by reference.

EXHIBIT A

**Questions from Commissioners:** Cook asked for a description of what is involved in the HD zoning district.

**Staff Posternak** replied that when development is proposed that would alter or demolish existing buildings, or add new buildings, applicants are required to go to Landmarks Commission, which involves paying a fee and review by the Commission. **Commissioner Cook** asked if this applies to abutting parcels not zoned HD. **Staff Posternak** said that planners can look at the impacts on the historic district in discretionary projects. **Deputy Director Barrett** said the major difference is that the HD design guidelines do not apply. In this county, all commercial buildings require Design Review. In the new Integrated Development Code, Landmarks and Design Review Committee are going to be combined, which will eliminate the requirement for two separate reviews.

**Commissioner Cook** asked about the notification process. **Staff Posternak** said that all notices were mailed and posted on May 25<sup>th</sup> and she did her best to personally contact all the property owners but she could not get in touch with a couple, and in other instances had to leave messages.

**Commissioner Fogg** said that the role of Landmarks is not clear as far as how it interconnects with permitting. **Deputy Director Barrett** clarified that the Landmarks Committee serves as a design review decision authority on permits involving parcels with HD zoning. Decisions are appealable to the BZA. **Commissioner Fogg** was troubled by the current code language on Page 6, which asks for an amendment that alternatives be reviewed and approved by staff rather than Landmarks.

**Commissioner Liles** expressed concern about the notification process and the impacts on property owners.

**Public Hearing opened** at 3:37 p.m.

**Janice Goodman, Duncans Mills**, secretary for the Russian River Sportsmen's Club in Duncans Mills, said she received the first notice postmarked May 25<sup>th</sup> and received emails about the same date. Goodman expressed displeasure that although the redesignation has been under consideration for a couple of years, she never received a notice about the Landmarks hearing and was shocked with she saw the minutes. The minutes were not thorough, and there are unanswered questions about noticing and public involvement. Goodman expressed concerned about the impact of the redesignation on the club and property. While they have no intention of making changes to the structures in the foreseeable future, they would like more time to understand the impacts of redesignation. Want to know what impacts will be to be added to district and asked for another 30 days to give her time to ask questions and do research.

**Steve La Branche**, Russian River Sportsmen's Club, also complained that he didn't have adequate time to read or discuss the information, and said that **Staff Posternak's** comment about contacting a "Chris" was confusing because he knows nobody with that name involved in the property. LaBranche stated that Mr. Quigley contacted Staff Posternak first and did not receive a phone call or written notice. Although other residents of Duncan's Mills got the notice of the current hearing, the Sportsmen's Club did not. They have no plans to change the club.

**Lois Parmeter, Cazadero**, was opposed to adding the Rodeo grounds to the HD district. The proposed guidelines will conflict with the current farm/ranch/ rodeo use and the tourist attraction gift shops and art galleries. The property, a farm, has been in her family for 70 years ago, and they have had many rodeos. The wish to continue doing so, and they are good stewards of the land. The only building of any historical significance is the barn, and they are already subjected to 6 zoning designations. They are doing just fine as it is, don't want another layer of zoning, and can't afford to hire architects.

**David Ferrera, Duncans Mills**, has restored and reconstructed many buildings in town. Duncans Mills looked good, and the rodeo grounds are a great addition. The Sportsmen's Club is not visible from town. Ferrera supports reducing government involvement, and said Duncan's Mills has developed just fine without County involvement. More regulation is not needed.

**Eric Koenigshofer, Occidental**, said that the main issue is that methods of notification has historically been inadequate. Koenigshofer lives in Freestone, another HD district, and said that an all metal structure was approved, in direct conflict with the HD zoning, which is supposed to retain visual as well as historical integrity. The building should have been constructed from wood.

Koenigshofer said that HD parcels deserve careful attention and opposed removing any parcels from the designation. Any parcels removed from the HD zoning could be redeveloped. Not enough attention was given to noticing from Landmarks hearings to the present hearing and it is a mistake.

In Bodega, there is a very historic building further down Salmon Creek, and that makes it inappropriate to remove the parcels from HD zoning. Staff should have gotten more local input, and the typical posting method is woefully inadequate. A better noticing process should be found. Koenigshofer asked to be put on the Freestone mailing list as he was left out of the notification.

**Public Hearing Closed at 4:00**

**Commissioner Cook** said it is a big deal when drawing boundaries, as it does not just enhance the historical integrity, but also gives incentives to property owners and can affect insurance costs and requirements. She asked why the other HD barn was excluded from the Bodega HD zoning. Such a project is highly political and emotional, and requires workshops, not just noticing.

**Commissioner Bennett** said he is an advocate for this type of design control, and he has seen it work. When successful, participants realize more benefits than not.

**Commissioner Lynch** was concerned about complaints about lack of communication and was reluctant to make a decision because of it. He stated that Mr. Koenigshofer made some good points and he wants a better discussion about the impacts of removing properties from HD zoning. Many are attracted to these areas because of the historical nature, we need to preserve it, and we need to spend more time educating people about the proposal.

**Commissioner Fogg** concurred with the other commissioner's concerns.

**Commissioner Liles** agreed that the proposal is not ready for "prime time," and said the Board of Supervisors would not support it as is. He suggested holding workshop and inviting all affected property owners, commissioners and the Landmarks commissioners. **Commissioner Liles** also asked for a more thorough job of notification. Staff Posternak said she would also invite the historical consultant.

Action: **Commissioner Lynch** moved to continue the item off calendar. Seconded by **Commissioner Cook** and passed with a 5-0 vote. Staff was directed to conduct a public workshop to include commissioners and Landmarks staff on Monday, July 16<sup>th</sup> at 3:00.

Appeal Deadline: n/a  
Resolution No.:

Fogg: aye	Bennett: aye	Cook: aye	Liles: aye	Lynch: aye
	Ayes: 5	Noes: 0	Absent: 0	Abstain: 0

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Item #6	Time: 1:45 p.m.	File: ZCE11-0010
Applicant:	Sonoma County PRMD	Staff: Lisa Posternak
Env. Doc:	Categorical Exemption	
Proposal:	Update the Occidental Historic District Design Guidelines. No properties are proposed to be added or removed from the Historic District.	
Location:	Properties within the Occidental Historic District	Supervisory District: 5

Action: **Commissioner Lynch** moved to continue the item off calendar. Seconded by **Commissioner Cook** and passed with a 5-0 vote. Staff was directed to conduct a public workshop to include commissioners and Landmarks staff on Monday, July 16<sup>th</sup> at 3:00.

**For discussion, see minutes for ZCE 11-0012, above.**

Appeal Deadline: n/a  
Resolution No.:

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Fogg: aye	Bennett: aye	Cook: aye	Liles: aye	Lynch: aye
	Ayes: 5	Noes: 0	Absent: 0	Abstain: 0

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Item # 7	Time: 1:45 p.m.	File: ZCE11-0009
Applicant:	Sonoma County PRMD	Staff: Lisa Posternak
Env. Doc:	Categorical Exemption	

Proposal: Update the Freestone Historic District Design Guidelines. No properties are proposed to be added to our removed from the Historic District.  
 Location: Properties within the Freestone Historic District  
 Supervisorial District: 5

**For discussion, see minutes for ZCE 11-0012, above.**

Action: **Commissioner Lynch** moved to continue the item off calendar. Seconded by Commissioner Cook and passed with a 5-0 vote. Staff was directed to conduct a public workshop to include commissioners and Landmarks staff on Monday, July 16<sup>th</sup> at 3:00.

Appeal Deadline: n/a  
 Resolution No.:

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Fogg: aye	Bennett: aye	Cook: aye	Liles: aye	Lynch: aye
	Ayes: 5	Noes: 0	Absent: 0	Abstain: 0

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Item # 8	Time: 1:45 p.m.	File: ZCE11-0011
Applicant:	Sonoma County PRMD	Staff: Lisa Posternak
Env. Doc:	Categorical Exemption	
Proposal:	Adopt new Duncans Mills Historic District Guidelines and amend the boundary of the Duncans Mills Historic District. Four (4) properties are proposed to be removed from the Historic District (HD Zoning to be removed), and two (2) properties are proposed to be added to the Historic District (HD zoning to be added).	
Location:	Added: 23450 Moscow Road, 25150 Steelhead Blvd. Removed: 25191, 25209, 25233 and 25365 Steelhead Boulevard, Duncans Mills	
APN:	096-170-006, -007, 096-140-014, -014, -023 and -010 Supervisorial District: 5	
Zoning:	BR (Biotic Resources) CT (Commercial Tourist), CC (Coastal Combining), F1 (Primary Floodplain), RRD (Resources and Rural Development), B6-160/640 acre density, F2 (Floodplain), HS (Historic District), VOH (Valley Oak Habitat), SR (Scenic Resources).	

**For discussion, see minutes for ZCE 11-0012, above.**

Action: **Commissioner Lynch** moved to continue the item off calendar. Seconded by Commissioner Cook and passed with a 5-0 vote. Staff was directed to conduct a public workshop to include commissioners and Landmarks staff on Monday, July 16<sup>th</sup> at 3:00.

**Board of Supervisors date to be determined.**

Appeal Deadline: n/a  
 Resolution No.:

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Fogg: aye	Bennett: aye	Cook: aye	Liles: aye	Lynch: aye
	Ayes: 5	Noes: 0	Absent: 0	Abstain: 0

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# Historic Districts: Design Guidelines & Boundaries

## Summary of Issues & Concerns

November 1, 2012

### Project Origin

#### **Who decided to prepare the updated or new Historic District Design Guidelines?**

In 2009 the Sonoma County Landmarks Commission determined the current Design Guidelines for the Freestone and Occidental Historic Districts are inadequate because they do not incorporate an historic context statement for the District; do not identify contributory and non-contributory structures; do not include the *Secretary of the Interior's Standards for the Treatment of Historic Properties*; and do not include clear standards in sufficient detail on all aspects of design or adequate illustrations. The Landmarks Commission recommended that the Design Guidelines be updated to incorporate the above information, and the Board of Supervisors authorized a 2009/2010 Transient Occupancy Tax (TOT) Advertising Fund grant for the work. PRMD hired Garcia & Associates to prepare the updated Historic District Design Guidelines.

In 2010 the Landmarks Commission recommended that the County develop Design Guidelines for the Bodega and Duncans Mills Historic Districts, and the Board of Supervisors authorized a 2010/2011 TOT Advertising Fund grant for the work. PRMD hired Painter Preservation & Planning to prepare the new Historic District Design Guidelines for the Bodega and Duncans Mills Historic Districts.

### Community Outreach

#### **Why didn't the Consultant for the Bodega & Duncans Mills Historic District Design Guidelines ask the communities for their input on whether the boundaries of the Historic Districts should be amended? A community outreach program/process should have been implemented.**

State and federal historic preservation agencies have published standard methodology, guidelines, and criteria to be used by historic preservation professionals to determine the boundary of an Historic District. The Consultant who prepared the Bodega & Duncans Mills Historic District Design Guidelines used these standards and their professional expertise to determine whether the existing boundaries of the Bodega and Duncans Mills Historic Districts are appropriate.

While the Consultant did not request input from the Bodega and Duncans Mills communities in making their recommendations for amendment of the Historic District boundaries, these communities were noticed about the Landmarks Commission meetings on the Historic District Design Guidelines and the Planning Commission public hearing and workshop on the Historic District Design Guidelines and boundary amendments, and will have opportunities to comment on the proposed Historic District



Design Guidelines and boundary amendments at the next public hearing before the Planning Commission and the public hearing at the Board of Supervisors.

A commenter stated that the Historic Districts are "communities" in a larger sense than just the historical buildings, structures, and sites; and the real issue is what areas does the County want to designate as an historic area where all buildings and structures have to conform to the applicable Design Guidelines, regardless of whether or not the existing buildings and structures are considered "historical" from a resource protection standpoint. See also the discussion below under "Boundaries."

## Boundaries

### **How were the Historic District boundaries originally established?**

The original Design Guidelines for the Freestone Historic District were adopted subsequent to a petition from 22 Freestone property owners to establish an Historic District. The boundary of the Freestone Historic District was established by the Board of Supervisors based on a recommendation from staff, the Planning Commission, and the Freestone community. The boundaries of the Occidental, Bodega, Penngrove, and Duncans Mills Historic Districts were established under the Zoning Ordinances that implemented the "West Sebastopol Specific Plan", "Lower River Specific Plan", "Penngrove Specific Plan", and Local Coastal Plan Coastal Combining District, respectively. The Specific Plans and Local Coastal Plan were prepared by Planning staff and subject to public hearings at the Planning Commission and Board of Supervisors in the early 1980s.

It is not known whether Planning staff used the standard methodology, guidelines, and criteria published by state and federal historic preservation agencies at that time to determine the boundaries of the Historic Districts. Staff probably investigated the historical significance of the respective communities and buildings by consulting community members and conducting research at Sonoma State University and/or Santa Rosa Junior College (Greg Carr, personal communication).

### **Why aren't other properties in the County which contain historic resources in an Historic District?**

An Historic District is appropriate where there is a specific area containing a significant concentration, linkage, or continuity of buildings, structures, sites, or objects of historic merit which represent an historic or aesthetic theme important to Sonoma County, the State of California, or the country. The fact that a property contains historic resources does not mean the property should be located within an Historic District.

### **Why isn't the Bodega Cooperative Creamery proposed for inclusion in the Bodega Historic District?**

The Bodega Cooperative Creamery property at 581 Salmon Creek Road is about 625 feet from the boundary of the Bodega Historic District, therefore it is not contiguous to

the Historic District. Properties in an Historic District must be concentrated, contiguous, and occur in a specific, identified geographic area. However, the Creamery is eligible for designation as a Sonoma County Historic Landmark.

### **Why are amendments to the boundaries of the Bodega & Duncans Mills Historic Districts being considered?**

The Consultant who prepared the Bodega & Duncans Mills Historic District Design Guidelines found the existing boundaries of the two Historic Districts are not appropriate, and recommended they be modified to exclude properties which do not contain historic resources or contain historic resources which meet the Historic Context, Period of Significance, or Area of Significance for the Historic District; and to include properties which contain historic resources which meet these parameters.

### **Why aren't amendments to the boundaries of the Freestone & Occidental Historic District being considered?**

The Consultant who prepared the Freestone & Occidental Historic District Design Guidelines found the existing boundaries of the two Historic Districts are appropriate.

### **Contributing Versus Non-Contributing Properties**

#### **Why would a property which does not contain historic resources or a property which contains historic resources which are non-contributing be included in an Historic District?**

A property which does not contain historic resources is included in an Historic District in the following circumstances: a) it was the location of an event that has made a significant contribution to the broad patterns of local or regional history or the cultural heritage of the County, California, or United States; b) it used to contain historic resources; c) it provides continuity or linkage to other properties which contain historic resources or to contributing properties; or d) new development on the property could affect the integrity of the Historic District or historic resources on properties within the Historic District.

An Historic District is a specific area containing a significant concentration, linkage, or continuity of buildings, structures, sites, or objects of historic merit which represent an historic or aesthetic theme important to the County, state, or country. By definition, not all of the buildings and structures in an Historic District represent the historic or aesthetic theme on which the District is based. Non-contributing properties are included in an Historic District to provide continuity or linkage to contributing properties, and are part of the setting for contributing properties.

### **What is the difference between Landmarks Commission Design Review of a project involving a non-contributing versus a contributing building?**

The Landmarks Commission would apply the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and the applicable *Historic District Design Guidelines* less strictly for a project involving a non-contributing building than for a project involving a contributing building. Often for a project involving a non-contributing building, the larger design aspects of placement, orientation, scale, mass, and form have more importance than the more specific design aspects.

#### Procedure

### **What types of projects must go to the Landmarks Commission for Design Review?**

Projects that must go to the Landmarks Commission for Design Review are those involving construction of a new building; alterations to the exterior of an existing building, and relocation or demolition of an existing building. Alterations to the exterior of an existing building include additions and new or modifications to existing porches, stairs, roofs, windows, doors, siding, and ornamentation. As indicated above, Landmarks Commission design review of projects involving a non-contributing building would be less strict than for projects involving a contributing building.

### **What types of projects can be reviewed administratively by Landmarks Staff?**

Projects involving exterior replacement "in-kind" or minor repair "in kind" can be reviewed and approved by Landmarks staff without going to the Landmarks Commission. "In kind" means the same design, dimensions, and materials such as in replacement of windows and doors.

#### Fees

### **Property owners don't have enough money/can't afford to pay the fees for Design Review.**

For projects involving a residential building, a meeting for Design Review by the Landmarks Commission is required. For projects involving a commercial building, both Design Review by the Landmarks Commission and Design Review by the Design Review Committee (DRC) are required. Design Review is required for projects involving a commercial building regardless of the historic designation of the property or building. PRMD could coordinate joint meetings of the Landmarks Commission and DRC to reduce the costs for projects involving a commercial building. In addition, the Board of Supervisors could create an incentive for preservation of historic resources by

establishing a lower fee level for Design Review of properties zoned Historic District (HD).

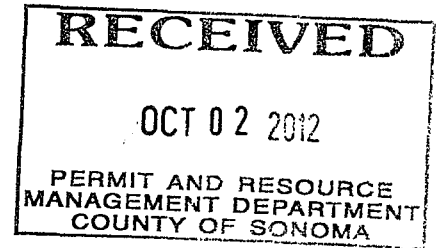
### Application Materials

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#### **When is an Historic Resources Evaluation required for Design Review by the Landmarks Commission?**

An Historic Resources Evaluation (California Department of Parks & Recreation Form 523B – “Building, Structure, and Object Record”) is required for projects proposed on a contributing property to the Historic District. A contributing property is a property that contains an historic resource which contributes to the significance of the Historic District – i.e., it was constructed during the Period of Significance associated with the Area(s) of Significance and retains integrity. Contributing properties are listed in the Bodega, Duncans Mills, Freestone, and Occidental Historic District Design Guidelines and the Penngrove Main Street Design Guidelines documents.

September 19, 2012



**Sonoma County Planning Commission**

**Re: Landmark District Commission Project: Duncans Mills Historical District boundary expansion**

To Whom It May Concern:

On behalf of the Parmeter family, we would like to express our strong desire to not include the Bill Parmeter Rodeo Grounds into the Sonoma County historical boundary expansion.

The Parmeter Family has owned the property since the 1940's, and since then we have made very few changes, and have always maintained the property as agriculture. It is extremely important to our family and our community that we continue to allow agriculture to thrive on this property. There are no buildings on this property which are considered historical, thus it would not make sense to include the piece of property in the boundary expansion.

In addition to the above stated, it would be a hardship on the Russian River Rodeo Association to pay for permits which would be needed for any changes made to the property.

It is at our request that the Bill Parmeter Rodeo Grounds is not voted into the historical boundary expansion.

We genuinely appreciate your time and consideration.

Sincerely,

*Frank + Barbara Parmeter*

The Parmeter Family

*cc: Signatures of our family*

Nicole King (Granddaughter)  
Tim Holley (grandson)  
Jill King (Grandson-in-law)  
Annette : Dave Holley (Daughter : son-in-law)  
Laci Holley (Granddaughter-in-law)  
Laurie Krausmann (Daughter)  
Steve Krausmann (son in law)  
Kaylei Krausmann (grand daughter)  
Thomas Krausmann (grand son)  
Jeny Chambers (daughter)  
Joe Chambers (son in law)  
Ketrina Chambers (granddaughter)  
Lizawa Chambers (granddaughter)  
Tiana Landeros (granddaughter)  
Tony Landeros (grandson-in-law)  
~~Joe Landeros~~ (grandson in law)  
Janell Roberts (granddaughter)  
Theresa Anderson (granddaughter)  
Jonathan Anderson (grandson)

September 22, 2012

**Sonoma County Planning Commission**

**Re: Landmark District Commission Project: Duncans Mills Historical District  
boundary expansion**

To Whom It May Concern:

On behalf of the Parmeter family, we would like to express our strong desire to not include the Bill Parmeter Rodeo Grounds into the Sonoma County historical boundary expansion.

The Parmeter Family has owned the property since the 1940's, and since then we have made very few changes, and have always maintained the property as agriculture. It is extremely important to our family and our community that we continue to allow agriculture to thrive on this property. There are no buildings on this property which are considered historical, thus it would not make sense to include the piece of property in the boundary expansion.

In addition to the above stated, it would be a hardship on the Russian River Rodeo Association to pay for permits which would be needed for any changes made to the property.

It is at our request that the Bill Parmeter Rodeo Grounds is not voted into the historical boundary expansion.

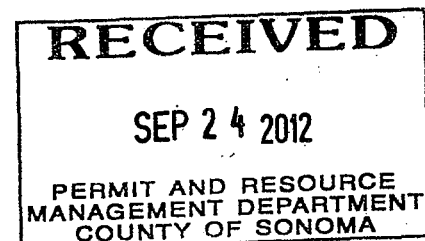
We genuinely appreciate your time and consideration, and as a co-property owner I would like to be notified of any future meeting regarding the Duncan Mills Rodeo Grounds property.

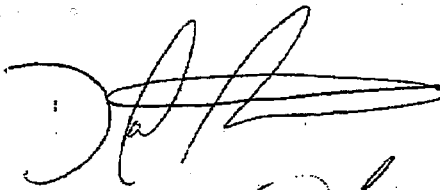
Sincerely,

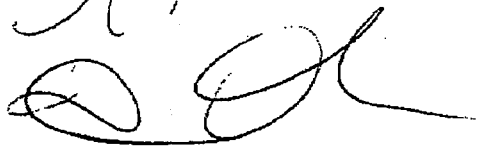


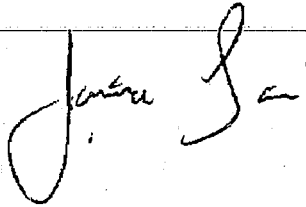
Lynn (Parmeter) Anderson  
1000 Chimney Rock Rd.  
Cazadero, Ca.95421  
[elynna@earthlink.net](mailto:elynna@earthlink.net)

See attached signatures:



 SON-IN-LAW

 Daughter - Kristie

 Son-in-Law

Justin Sam grandson

Becky Sam; Daughter - Becky Sam;

 son





September 8, 2012

Sonoma County Planning Commission

RE: Landmark District Commission Project: Duncans Mills Historical District Boundary Expansion.  
Russian River Sportsmen's Club 25150 Steelhead Blvd. Duncans Mills, Ca. 95430

We are writing to request that you do not include the Russian River Sportsmen's Club and the Bill Parmeter Rodeo Grounds into the Duncans Mills historic district boundary expansion. The Sportsmen's Club was established circa 1938 and the club house was built circa 1942 making it 70 years old. In that 70 years the club has changed very little and we have no intentions of ever changing its appearance. We are a small privately owned club and operate financially through Membership Dues, Rentals, Crab Feed fundraisers and Donations of labor & materials. All of the funds the club raises go directly into maintaining the building, grounds and operating costs. We are not a financially rich club, we get by.

Our inclusion into the Historical District Boundary would only be a financial burden for us. For example, we are presently entertaining bids for a new roof within the next five years, it will take us that long to budget for it. The additional cost of hiring a specialized "Historical Architect" would prove to be a hindrance of obtaining this goal. In speaking with neighbors these fees can be in the neighborhood of \$1,000 to \$1,500.

It would be a hardship to the Bill Parmeter Rodeo Grounds as they are also a small organization with no historical structures and are only being included so that the boundary will be contiguous.

Therefore, we respectfully request you please vote down this expansion so that our two small organizations may continue to flourish unhindered.

Very truly yours,

Wm Stephen LaBranche, Vice President  
(707) 235-3833

For  
Chris Wikeen, President  
(707) 865-1847

RRSC P.O. BOX 7 DUNCANS MILLS, CA. 95430 707-865-9429

Resolution Number

County of Sonoma  
Santa Rosa, California

November 1, 2012  
ZCE11-0009 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA; ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE FREESTONE HISTORIC DISTRICT; AND APPROVE AMENDMENT OF ARTICLE 68 OF CHAPTER 26 OF THE SONOMA COUNTY CODE TO INCORPORATE THE FREESTONE HISTORIC DISTRICT DESIGN GUIDELINES BY REFERENCE.

WHEREAS, the Board of Supervisors adopted Ordinance No. 1849 establishing the Freestone Historic District on December 17, 1974; and

WHEREAS, the Board of Supervisors adopted the "Design Review Policy Guidelines for the Freestone Historic District" on November 21, 1974; and

WHEREAS, in 2010 the Landmarks Commission determined the current Design Guidelines for the Freestone Historic District are inadequate because they do not incorporate an historic context statement for the District, do not identify contributory and non-contributory structures, do not include the Secretary of the Interior's Standards for the Treatment of Historic Properties, do not include clear standards in sufficient detail on all aspects of design or include adequate illustrations; and determined the Design Guidelines for the Freestone Historic District should be updated to incorporate the above information; and

WHEREAS, the Permit and Resource Management Department proposes updated Design Guidelines for the Freestone Historic District; and amendment of Article 68 of Chapter 25 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard.

WHEREAS, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard.

WHEREAS, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Freestone Historic District and

the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Freestone.

2. The proposed Design Guidelines for the Freestone Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
3. The proposed Design Guidelines for the Freestone Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; adopt the proposed Design Guidelines for the Freestone Historic District; and amend Article 68 of Chapter 25 of the Sonoma County Code to incorporate the Freestone Historic District Design Guidelines by reference.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:            Noes:            Absent:            Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

Resolution Number

County of Sonoma  
Santa Rosa, California

November 1, 2012  
ZCE11-0010 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA; ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE OCCIDENTAL HISTORIC DISTRICT; AND APPROVE AMENDMENT OF ARTICLE 68 OF CHAPTER 26 OF THE SONOMA COUNTY CODE TO INCORPORATE THE OCCIDENTAL HISTORIC DISTRICT DESIGN GUIDELINES BY REFERENCE.

WHEREAS, the Board of Supervisors adopted Ordinance No. 2611 establishing the Occidental Historic District on March 4, 1980; and

WHEREAS, the Board of Supervisors adopted the "Occidental Town Study Preliminary Report" on December 17, 1974 ; and

WHEREAS, in 2010 the Landmarks Commission determined the current Design Guidelines for the Occidental Historic District are inadequate because they do not incorporate an historic context statement for the District, do not identify contributory and non-contributory structures, do not include the Secretary of the Interior's Standards for the Treatment of Historic Properties, do not include clear standards in sufficient detail on all aspects of design or include adequate illustrations; and determined the Design Guidelines for the Occidental Historic District should be updated to incorporate the above information; and

WHEREAS, the Permit and Resource Management Department proposes updated Design Guidelines for the Occidental Historic District; and amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard.

WHEREAS, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard.

WHEREAS, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Occidental Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Occidental.
2. The proposed Design Guidelines for the Occidental Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
3. The proposed Design Guidelines for the Occidental Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; adopt the proposed Design Guidelines for the Occidental Historic District; and amend Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:      Noes:      Absent:      Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

Resolution Number

County of Sonoma  
Santa Rosa, California

November 1, 2012  
ZCE11-0011 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA, ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE BODEGA HISTORIC DISTRICT, AMEND ARTICLE 68 OF CHAPTER 26 OF THE SONOMA COUNTY CODE TO INCORPORATE THE HISTORIC DISTRICT DESIGN GUIDELINES BY REFERENCE; AND AMEND THE BOUNDARY OF THE BODEGA HISTORIC DISTRICT BY REMOVING THE HISTORIC DISTRICT (HD) ZONING DESIGNATION FROM SIX PARCELS (APN 103-130-008, -010, -012, -013, -015, -016).

WHEREAS, the Board of Supervisors adopted Ordinance No. 3217 establishing the Bodega Historic District on October 31, 1983; and

WHEREAS, the Board of Supervisors has not adopted Design Guidelines for the Bodega Historic District; and

WHEREAS, in 2011 the Landmarks Commission determined Design Guidelines should be prepared for the Bodega Historic District; and

WHEREAS, the Permit and Resource Management Department proposes new Design Guidelines for the Bodega Historic District; and amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Occidental Historic District Design Guidelines by reference; and

WHEREAS, the consultant who prepared the Design Guidelines for the Bodega Historic District recommends the boundary of the Bodega Historic District be modified to exclude eight parcels; and

WHEREAS, the Permit and Resource Management Department recommends the boundary of the Bodega Historic District be modified to exclude six of the eight parcels located at 352 Salmon Creek Road, Bodega (APN 103-130-008); 330 Salmon Creek Road, Bodega (APN103-130-010); 544 Salmon Creek Road, Bodega (APN103-130-012); 550 Salmon Creek Road, Bodega (APN103-130-013); 320 Salmon Creek Road, Bodega (APN103-130-015); and 310 Salmon Creek Road, Bodega (APN103-130-016); and

WHEREAS, in order for a parcel to be removed from an Historic District, the HD (Historic District) overlay zoning must be removed from the affected parcels within the Historic District; and

WHEREAS, the map of the amended Bodega Historic District is attached as Exhibit "A"; and

WHEREAS, the Permit and Resource Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Bodega Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Bodega.
2. The proposed Design Guidelines for the Bodega Historic District and the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
3. The proposed amendment of the boundary of the Bodega Historic District by removal of the HD zoning designation from six parcels in the Bodega Historic District would not have a significant, adverse impact on the historic character, resources, or integrity of the Historic District because existing development on these six properties is not, and future development would not be, historically or visually related to existing development in the main portion of the Bodega Historic District.
4. The proposed Design Guidelines for the Bodega Historic District, the proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference, and the proposed amendment of the boundary of the Bodega Historic District are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; adopt the proposed Design Guidelines for the Bodega Historic District, including amendment of the boundary of the Historic District as shown in Exhibit "A"; amend Article 64 of Chapter 26 of the Sonoma County Code to incorporate the Bodega Historic District Design Guidelines by reference; amend the boundary of the Bodega Historic District as shown in Exhibit "A"; and by separate action approve an Ordinance for a Zone Change to remove the HD Zoning from 352 Salmon Creek Road, Bodega

(APN 103-130-008); 330 Salmon Creek Road, Bodega (APN103-130-010); 544 Salmon Creek Road, Bodega (APN103-130-012); 550 Salmon Creek Road, Bodega (APN103-130-013); 320 Salmon Creek Road, Bodega (APN103-130-015); and 310 Salmon Creek Road, Bodega (APN103-130-016).

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:      Noes:      Absent:      Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



# Existing Bodega Historic District

# Proposed Bodega Historic District

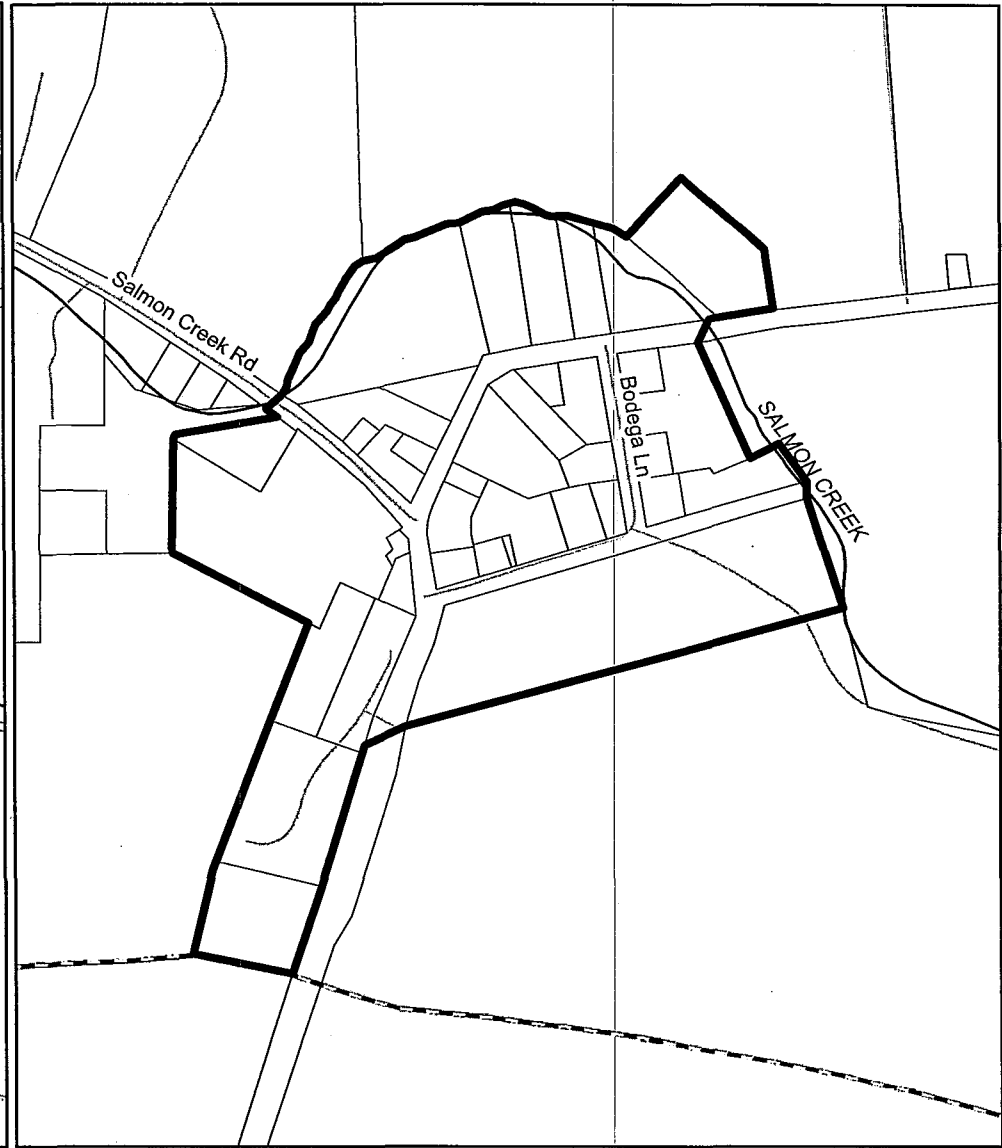
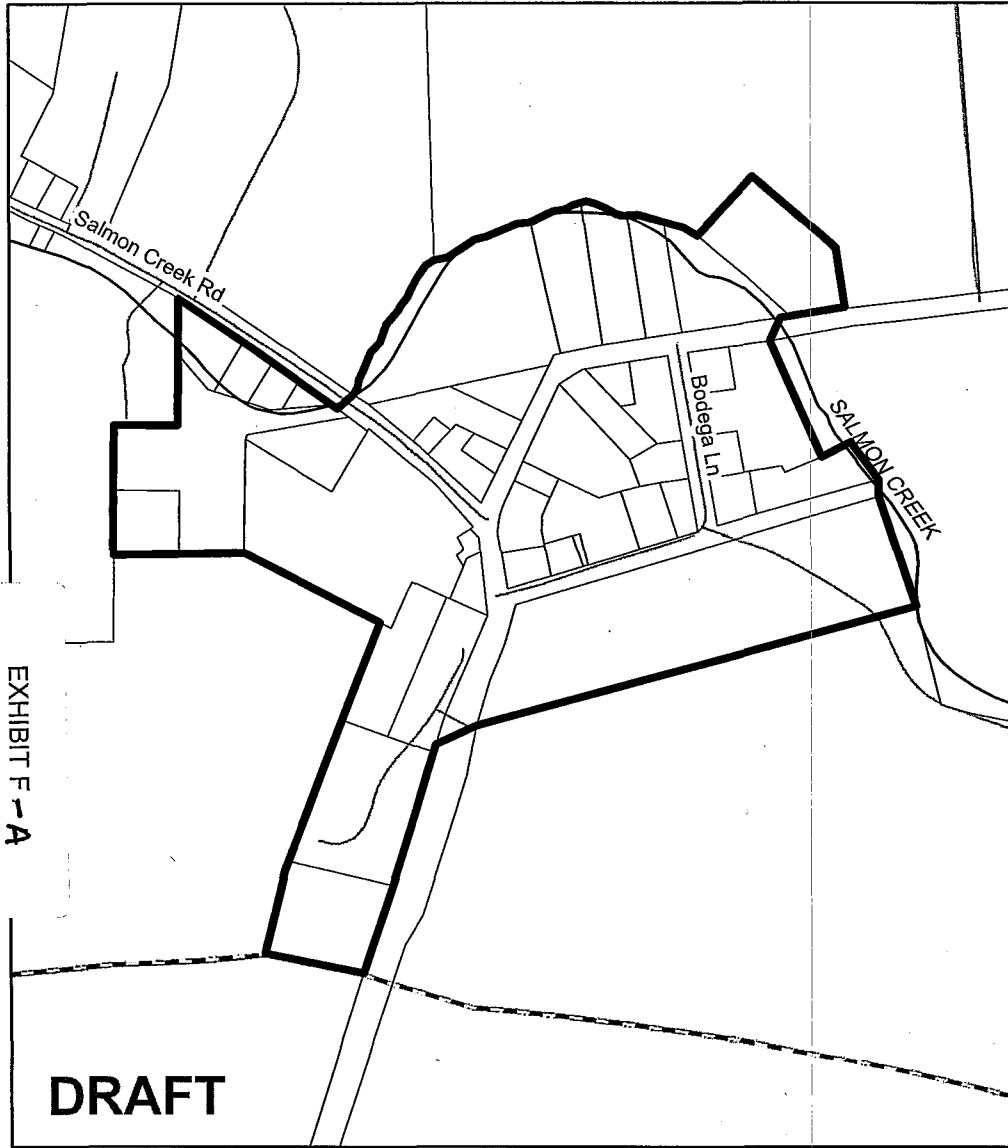






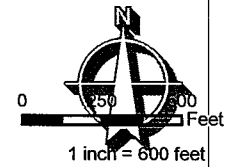


EXHIBIT F-1A

**DRAFT**

## Legend

-  Bodega Historic District Boundary
-  Assessor Parcels
-  Coastal Commission Boundary
-  Street
-  Perennial
-  Intermittent



FILE: ZCE 11-0012  
 AP #: Various  
 Resolution No.

Permit and Resource Management Department  
 Project Review Section



2550 Ventura Avenue, Santa Rosa, CA 95403  
 (707) 565-1965 Fax (707) 565-1103



Resolution Number

County of Sonoma  
Santa Rosa, California

November 1, 2012  
ZCE11-0012 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA; ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE DUNCANS MILLS HISTORIC DISTRICT; APPROVE AMENDMENT OF ARTICLE 24 OF CHAPTER 26C OF THE SONOMA COUNTY CODE TO INCORPORATE THE DUNCANS MILLS HISTORIC DISTRICT DESIGN GUIDELINES BY REFERENCE; AND APPROVE AMENDMENT OF THE BOUNDARY OF THE DUNCANS MILLS HISTORIC DISTRICT BY ADDING HISTORIC DISTRICT (HD) ZONING DESIGNATION TO TWO PARCELS (APN 096-170-006 & APN 096-170-007).

WHEREAS, the Board of Supervisors adopted Ordinance No. 2949 establishing the Duncans Mills Historic District on March 2, 1982; and

WHEREAS, the Board of Supervisors has not adopted Design Guidelines for the Duncans Mills Historic District; and

WHEREAS, in 2011 the Landmarks Commission determined Design Guidelines should be prepared for the Duncans Mills Historic District; and

WHEREAS, the Permit and Resource Management Department proposes new Design Guidelines for the Duncans Mills Historic District; and amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference; and

WHEREAS, the consultant who prepared the Design Guidelines for the Duncans Mills Historic District recommended the boundary of the Duncans Mills Historic District be modified to include two additional parcels located at 23450 Moscow Road, Duncans Mills (APN 096-170-006) and 25150 Steelhead Boulevard, Duncans Mills (APN 096-170-007); and

WHEREAS, the Permit and Resource Management Department proposes to change the boundary of the Duncans Mills Historic District based on the recommendation of said consultant; and

WHEREAS, in order for a parcel to be added to an Historic District, the HD (Historic District) overlay zoning must be added to the affected parcels within the expanded Historic District; and

WHEREAS, the map of the expanded Duncans Mills Historic District is attached as Exhibit "A"; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission held a public workshop on July 16, 2012, at which time all interested persons were given an opportunity to ask questions and be heard; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a continued public hearing on November 1, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Duncans Mills Historic District and proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference would help protect and preserve the historic character and resources of Duncans Mills.
2. The proposed amendment of the boundary of the Duncans Mills Historic District by the addition of HD (Historic District) zoning to two parcels would help further protect and preserve the historic character and resources of Duncans Mills.
3. The proposed Design Guidelines for the Duncans Mills Historic District; the proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference; and the proposed amendment of the boundary of the Duncans Mills Historic District are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
4. The proposed Design Guidelines for the Duncans Mills Historic District; the proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference; and the proposed amendment of the boundary of the Duncans Mills Historic District by adding parcels are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; adopt the proposed Design Guidelines for the Duncans Mills Historic District, including amendment of the boundary of the Historic District as shown in Exhibit "A"; amend Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference; amend the boundary of the Duncans Mills Historic District as shown in Exhibit "A"; and by separate action approve an Ordinance for a Zone Change to add HD Zoning to 23450 Moscow Road, Duncans Mills (APN 096-170-006) and 25150 Steelhead Boulevard, Duncans Mills (APN 096-170-007).

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

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THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:        Noes:        Absent:        Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

# Existing Duncans Mills Historic District

# Proposed Duncans Mills Historic District

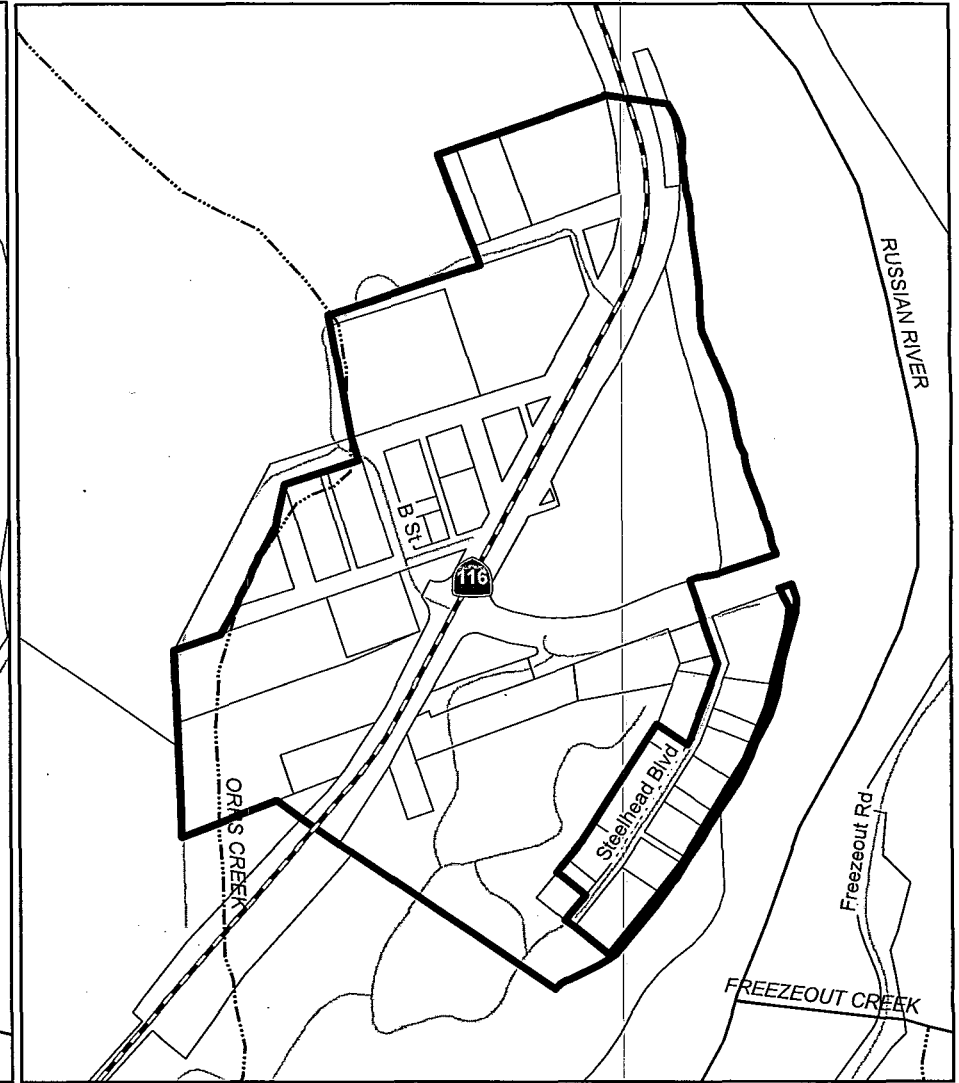
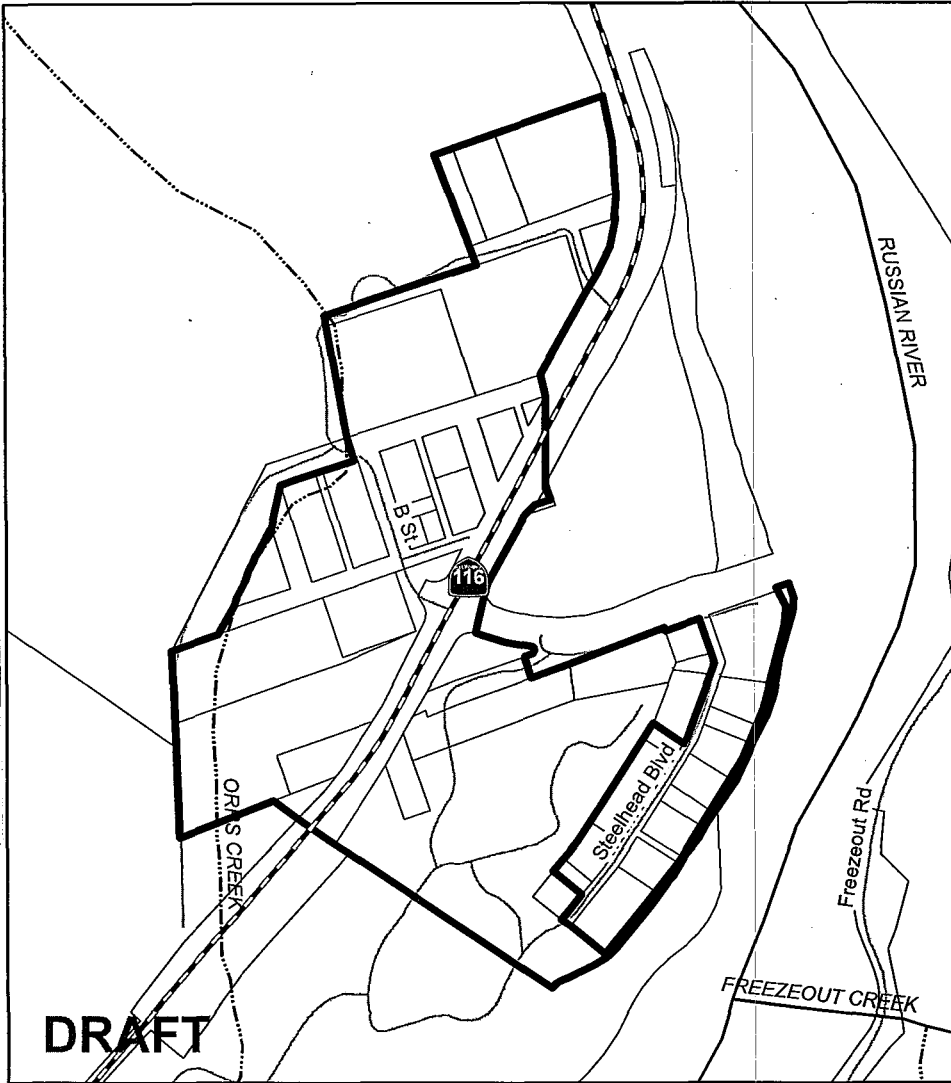



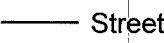
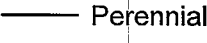

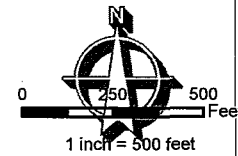


EXHIBIT G-A

DRAFT

## Legend

-  Duncans Mills Historic District Boundary
-  Assessor Parcels
-  Highways
-  Street
-  Perennial
-  Intermittent



FILE: ZCE 11-0011  
 AP #: Various  
 Resolution No.

Permit and Resource Management Department  
 Project Review Section

2550 Ventura Avenue, Santa Rosa, CA 95403  
 (707) 565-1965 Fax (707) 565-1103



# Sonoma County Planning Commission **STAFF REPORT**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

**FILE:** ZCE11-0009, ZCE11-0010, ZCE11-0011, ZCE11-0012  
**DATE:** June 7, 2012  
**TIME:** 1:45 p.m.  
**STAFF:** Lisa D. Posternak

**Board of Supervisors Hearing will be held at a later date and will be noticed at that time.**

## SUMMARY

**Applicant:** County of Sonoma

**Owner:** Various

**Location:** Bodega, Duncans Mills, Freestone, and Occidental Historic Districts  
APNs: Various Supervisorial District No. 5

**Subject:** Historic District Design Guidelines and Amendment of Boundaries of Bodega and Duncans Mills Historic Districts

**PROPOSAL:** Adoption of Design Guidelines for Freestone, Occidental, Bodega and Duncans Mills Historic Districts; Amendment of Chapter 26 of Sonoma County Code to Reference Design Guidelines; and Amendment of Boundaries of Bodega and Duncans Mills Historic Districts Through Zoning Changes to Remove or Add HD (Historic District Combining) Zoning Designation.

**Environmental Determination:** Categorical Exemption, CEQA Guidelines, Section 15061(b)(3)

**General Plan:** Various

**Specific/Area Plan:** None

**Zoning:** Various

**RECOMMENDATION:** Staff recommends the Planning Commission recommend the Board of Supervisors:

- a. Adopt the proposed Design Guidelines for the Freestone, Occidental, Bodega and Duncans Mills Historic Districts; and
- b. Amend Article 68. - HD Historic Combining District of Chapter 26 of the Sonoma County Code to incorporate these Historic District Design Guidelines by reference; and

- c. Approve the Zoning Changes to amend the boundary of the Bodega Historic District by removing the HD zoning designation from the properties listed in Table 2 with the exception of 217 Church Street, APN 103-110-001, ID# 20 and 249 Salmon Creek Road, APN 103-120-033, ID#17; and
- d. Approve the Zoning Changes to amend the boundary of the Duncans Mills Historic District by adding HD (Historic District Combining) zoning designation to two parcels.

## ANALYSIS

### Background:

#### Purpose and Need for Historic District Design Guidelines

##### Freestone and Occidental:

In 2009 the Landmarks Commission determined the current Design Guidelines for the Freestone and Occidental Historic Districts are inadequate because they do not incorporate an historic context statement for the District; they do not identify contributory and non-contributory structures; they do not include the Secretary of the Interior's Standards for the Treatment of Historic Properties; and they do not include clear standards in sufficient detail on all aspects of design, or adequate illustrations. The Landmarks Commission recommended that the Design Guidelines be updated to incorporate the above information, and the Board of Supervisors authorized a 2009/2010 Transient Occupancy Tax (TOT) Advertising Fund grant for the work. PRMD hired a consultant (Garcia and Associates) to prepare the updated Historic District Design Guidelines. On September 7, 2010 the Landmarks Commission recommended that the Board of Supervisors approve the proposed Design Guidelines for the Freestone and Occidental Historic Districts. The Design Review Committee also reviewed and commented on the Design Guidelines.

##### Bodega and Duncans Mills:

In 2010 the Landmarks Commission recommended that the County develop Design Guidelines for the Bodega and Duncans Mills Historic Districts, and the Board of Supervisors authorized a 2010/2011 Transient Occupancy Tax (TOT) Advertising Fund grant for the work. PRMD hired a consultant (Painter Preservation & Planning) to prepare the new Historic District Design Guidelines. On March 6, 2012 the Landmarks Commission recommended the Board of Supervisors approve the proposed Design Guidelines for the Bodega and Duncans Mills Historic Districts and recommended that the boundary of the Duncans Mills Historic District be enlarged to include two additional parcels. The Design Review Committee also reviewed and commented on the Design Guidelines.

#### Historic District Characteristics & Establishment

##### Freestone:

The Freestone Historic District is a geographically contiguous district consisting of about 33 buildings primarily located on one core street (Bohemian Highway) within the town of Freestone. This rural district consists predominantly of residential buildings, although additional building types in the district include about five commercial buildings, one former school house building (now residential), barns, and one firehouse.

Freestone was first developed in the 1850s; today the rural community features primarily low-rise, wood-frame, wood-clad residential and commercial buildings in the Greek Revival, Italianate, Queen Anne, and Vernacular styles dating from 1870 to 1910. A few additional residential buildings were constructed in Freestone in the 1920s to 1940s in a predominantly Vernacular style. Together these

building styles define a special sense of place.

The period of significance of the Freestone Historic District is 1870 to 1940. The Freestone Historic District is significant as a place that has made a substantial contribution to the broad patterns of local history. The Freestone community was established during 1860-1870 as a rural community engaged in farming and logging. The growth of Freestone is closely intertwined with the development of the North Coast Pacific Railroad, a narrow gauge steam railroad that carried redwood lumber, local dairy and agricultural products, and passengers from Marin and Sonoma counties. The development of the community of Freestone was spurred by the construction of the railroad, which initially brought railroad laborers to the area and provided transportation of goods from this region to the San Francisco Bay Area. As a community, Freestone reflects geographical patterns associated with its settlement and growth and railway transportation.

The Freestone Historic District is also significant for its distinctive characteristics of style and period. Freestone is a small but cohesive collection of residential and a few commercial buildings from the mid to late 19th century in the Greek Revival, Italianate, Queen Anne, and Vernacular styles. These buildings retain a good level of architectural integrity and exhibit many of the typical character-defining features listed in the Design Guidelines. The buildings in Freestone are well constructed and designed; the Freestone Historic District embodies a collection of elements of architectural design, details, and materials that represent a small rural community of late 19th century Vernacular architectural styles in Sonoma County.

The County adopted Ordinance No. 1849 establishing the Freestone Historic District on December 17, 1974. The boundary of the Historic District encompasses the downtown section of Freestone along Bohemian Highway from Bodega Road to the northern limits of town (see Exhibit B). The Historic District contains 34 parcels. Three properties in the Historic District are designated a Sonoma County Historic Landmark. The "Design Review Policy Guidelines for the Freestone Historic District" were adopted by the Board of Supervisors subsequent to a petition in 1973 from 22 Freestone property owners to establish an Historic District.

#### Occidental:

The Occidental Historic District is a geographically contiguous district consisting of about 103 buildings primarily located on a grid plan of streets within the town of Occidental. The district consists primarily of commercial and professional buildings on Bohemian Highway and Main Street, and residential buildings on the streets perpendicular to Bohemian Highway and Main Street. Additional building types in the district include two churches, two motels, post office, community center, fire station, barn, and community arts center.

Occidental was first developed in the 1860 to 1870s; today the community features primarily low-rise, wood-frame, wood-clad residential and commercial buildings in the Greek Revival, Queen Anne, Stick/Eastlake, and Vernacular styles dating from 1870 to 1910. Additional residential and commercial buildings were constructed in Occidental in the 1920s to 1950s primarily in the Vernacular, Craftsman/Bungalow, and Modern styles. Together these buildings styles help to define a special sense of place. Occidental is laid out on a grid pattern, with Bohemian Highway and Main Street serving as the main commercial thoroughfares (in line with the former railroad bed). Perpendicular streets lined with residential buildings climb up the steep sides of the mountains east and west of the commercial core.

The Occidental Historic District is significant as a place that has made a significant contribution to the broad patterns of local history. The Occidental community was established during the 1860s and 1870s as a rural community engaged in farming and logging. The growth of Occidental is closely intertwined with the development of the North Coast Pacific Railroad. The development of the community of Occidental was spurred by the construction of the railroad, which initially brought railroad laborers to the area and provided transportation of goods from this region to the San Francisco Bay Area. Occidental as a community reflects geographical patterns associated with its settlement and growth and railway transportation.

The Occidental Historic District is also significant for its distinctive characteristics of style and period.



Occidental is a cohesive collection of residential and commercial buildings from the mid to late 19th century in the Greek Revival, Queen Anne, Stick/Eastlake, and Vernacular styles that retain a good level of architectural integrity. The buildings exhibit and maintain many of the typical character-defining features listed in the Design Guidelines. The buildings in Occidental are well constructed and designed; the Occidental Historic District embodies a collection of elements of architectural design, details, and materials that represent a small rural community of late 19th century Vernacular architectural styles in Sonoma County.

The Board of Supervisors adopted Ordinance No. 2611 establishing the Occidental Historic District on March 4, 1980. The boundary of the Historic District encompasses generally downtown Occidental, the east and west sides of both Bohemian Highway and Main Street between 1st Street and Graton Road, the west side of Bohemian Highway from the intersection with Graton Road to about 1,000 feet northwest, and along both sides of Coleman Valley Road from the intersection with Bohemian Highway to about 400 feet northwest (see Exhibit B). The Historic District contains 91 parcels. Five properties in the Historic District are designated a Sonoma County Historic Landmark. The Board adopted the Occidental Town Study Preliminary Report (December 17, 1974) that incorporates the current "Occidental Design Review Standards".

#### Bodega:

The Bodega Historic District is a geographically contiguous district consisting of about 41 properties located within the town of Bodega. The district consists of commercial, institutional, and residential buildings located on Bodega Highway, Bodega Lane, and Salmon Creek Road in Bodega.

Bodega was established in 1853 as Bodega Corners, although like many historic communities some of the earliest buildings have succumbed to fire. As a result, several of the earliest buildings date to the 1870s. Today the community features primarily low-rise, wood-frame, wood-clad residential and commercial buildings in the Greek Revival, Second Renaissance Revival, Gothic Revival, Italianate, and Vernacular styles dating from about 1853 to 1900.

Later residential and commercial buildings constructed in Bodega are typically vernacular structures, displaying relatively simple stylistic features. The architectural quality of the Bodega Historic District is in its special nineteenth century buildings, while later and vernacular structures can be thought of as 'background buildings' against which its outstanding structures are set. Bodega is also noted for its urban design qualities; natural features; and its setting, including the topography, which enhances the special buildings and collectively defines its sense of place.

The period of significance for the Bodega Historic District is 1853 to 1963. The Bodega Historic District is significant as a place that has made a significant contribution to the broad patterns of local history. The Bodega community was established during the 1850s as a rural community engaged in farming and dairy ranching. The community was also the commercial center for industry in the area, which included establishment of the first saw mill in Sonoma County on the Smith Ranch and shipping of agricultural products through the Port of Bodega. The development of significant civic structures, including the St. Teresa of Avila Church and Potter School, set the architectural tone for the region and qualifying the Bodega Historic District for listing on the California Register of Historical Resources for its distinctive characteristics of style and period. While a number of important buildings have been lost or altered over time, the town remains a cohesive collection of residential and commercial buildings dating from the mid-to-late 19th century that retain a good – and sometimes outstanding – level of architectural integrity. In its form, design characteristics, and functions it remains a good representation of a small rural agricultural community in Sonoma County.

The Board of Supervisors adopted Ordinance No. 3217 establishing the Bodega Historic District on October 31, 1983. The boundary of the Historic District encompasses primarily the downtown section of Bodega, along both sides of Bodega Highway from about Bodega Calvary Cemetery northeast to about Salmon Creek, including the north and west sides of Bodega Lane (see Exhibit B).

#### Duncans Mills:

The Duncans Mills Historic District is a geographically contiguous district consisting of about 20 properties located within the town of Duncans Mills. The district consists of commercial, institutional, and residential buildings and four train cars. It is located on the north and south sides of Highway 116, off B Street on the north side and Steelhead Boulevard on the south side.

Duncans Mills was established in 1877 by Alexander Duncan as a company town for the Duncan Mills Land and Lumber Company. In 1860 it was located, in conjunction with the mill, near the mouth of the Russian River, at the present location of Bridgehaven. The town moved when the North Pacific Coast Railroad offered to build a bridge across the river at its present location, facilitating the movement of lumber and other goods from the mills in the region. This early history came to a close however in the first quarter of the twentieth century. The town was rehabilitated in the 1970s to close to its present appearance. A commercial center is located within the historical plat of the town. Another commercial center is located on the opposite side of the road where the railroad, mill buildings, and lumber yards once were.

Today the community features primarily low-rise, wood-frame, wood-clad commercial and residential structures in Italianate and Vernacular styles dating from 1877 to the 1970s. Because the town was rehabilitated in the 1970s, when historic preservation values differed from values today, and because a few infill structures have been added, the architectural integrity of the town as a whole is not high. No buildings remain from the original mill, but the 1907 railroad depot has been restored, as has an early freight house. Several early homes and commercial structures remain as well. The town retains an overall character that conveys a sense of its history. It is primarily this character that is addressed in these guidelines.

The period of significance for the Duncans Mills Historic District is 1877 to 1961. The Duncans Mills Historic District is significant as a place that has made a significant contribution to the broad patterns of local history. Duncans Mills, established in 1877 as a Duncans Mills Land and Lumber Company town, is significant for its association with the North Coast Pacific Railroad, and the role of that railroad in the history of the timber industry in the lower Russian River area. Two buildings and a four train cars remain from that era. Today the town is divided by and also oriented toward Highway 116, just as it was historically oriented toward the railroad, which followed the same route. It retains a collection of its earlier buildings through preservation efforts, and some of the historical qualities of the historic town through preservation and infill development.

The Board of Supervisors adopted Ordinance No. 2949 establishing the Duncans Mills Historic District on March 2, 1982. The boundary of the Historic District encompasses the area on the west side of State Highway 116 from the intersection with Moscow Road to about 1,500 feet northwest; and along the east and west sides of State Highway 116 from the intersection with Moscow Road to about 700 feet southwest (see Exhibit B).

#### **Project Description:**

The proposed project involves: 1) adoption of the Bodega, Duncans Mills, Freestone, and Occidental Historic District Design Guidelines; 2) amendment of Article 68 (HD Historic Combining District) of Chapter 26 (Sonoma County Zoning Regulations) of the Sonoma County Code to reference the Design Guidelines; and 3) amendment of the boundary of the Duncans Mills Historic District to add HD (Historic District Combining) zoning designation to two parcels.

#### **Historic District Design Guidelines**

The proposed Design Guidelines for each Historic District include standards and recommendations for the design of both exterior alterations to structures and new construction to retain the existing historic characteristics and integrity of the Historic District.

The Historic District Design Guidelines are intended for use by property owners and their architects in designing alterations to the exterior of existing structures and buildings and construction of new structures

and buildings; and for use by staff and the Landmarks Commission in providing design guidance to applicants of construction projects and design review of construction projects proposed on parcels located in the Historic Districts. The Design Guidelines contain the following sections: Executive Summary, Introduction, Historic Context and Overview, The Design Review Process, Historic District Design Guidelines, References, Appendices, and Figures. The proposed Design Guidelines for the Freestone, Occidental, Bodega, and Duncans Mills Historic Districts are attached as Exhibits O, P, Q and R, respectively, to this Staff Report.

#### Amendment of Chapter 26 of Sonoma County Code

The proposed project includes amendment of Article 68 (HD Historic Combining District) of Chapter 26 (Sonoma County Zoning Regulations) of the Sonoma County Code by adding the text in underline:

*Sec. 26-68-010. - Designation of historic structures and historic districts.*

*Pursuant to the normal zoning procedures:*

- (a) *An individual structure or an integrated group of structures on a single lot or lots having a special historical, architectural or aesthetic interest or value as a historic structure may be designated; and*
- (b) *An area having special historical, architectural or aesthetic interest or value as a historic district may be designated. Before creating a historic district the advice of local citizens and committees may be sought.*

*Sec. 26-68-020. - Alterations of designated historic structures and new construction within a historic district.*

*No zoning permit authorizing alterations (including demolition) in the exterior of a structure within the boundaries of a historic district and no zoning permits authorizing construction of a new building within the boundaries of a historic district shall be granted unless approval has been granted by the county landmarks commission. Minor alterations may be reviewed and approved by staff in conformance with standards. In all cases where the request for a zoning permit involves demolition alone, however, the county landmarks commission shall take action on such request within six months of the date of application for the permit. It is not intended by this chapter to grant the county landmarks commission jurisdiction over zoning or use permit matters other than in the area of design review.*

*Sec. 26-68-025. - Conformance with historic district design guidelines. Alterations to existing structures and construction of new structures within the following designated Historic Districts must be consistent with the Design Guidelines adopted by the Board of Supervisors:*

- 1. Bodega Historic District Design Guidelines.*
- 2. Freestone Historic District Design Guidelines.*
- 3. Occidental Historic District Design Guidelines.*

The proposed project also includes amendment of Article 24 (HD Historic Combining District) of Chapter 26C (Sonoma County Coastal Zoning Regulations) of the Sonoma County Code by adding the text in underline:

*Section 26C-240. Designation of Historic Structures and Historic Districts.*

*Pursuant to the normal zoning procedures:*

- (a) *An individual structure or an integrated group of structures on a single lot or lots having special historical, architectural or aesthetic interest or value as a historic structure may be designated; and*

- (b) *An area having special historical, architectural or aesthetic interest or value as a historic district may be designated. Before creating a historic district the advice of local citizens and committees may be sought.*

*Section 26C-241. Alterations of Designated Historic Structures and New Construction within a Historic District.*

*No zoning permit authorizing alterations (including demolition) in the exterior of a structure within the boundaries of a historic district and no zoning permits authorizing construction of a new building within the boundaries of a historic district shall be granted unless approval has been granted by the County Landmarks Commission. Minor alterations may be reviewed and approved by staff in conformance with standards. In all cases where the request for a zoning permit involves demolition alone, however, the county landmarks commission shall take action on such request within six months of the date of application for the permit. It is not intended by this chapter to grant the county landmarks commission jurisdiction over zoning or use permit matters other than in the area of design review.*

*Conformance with Historic District Design Guidelines. Alterations to existing structures and construction of new structures within the following designated Historic Districts must be consistent with the Design Guidelines adopted by the Board of Supervisors:*

1. *Duncans Mills Historic District Design Guidelines.*

Zoning Changes to Amend Historic District Boundaries.

The consultant for the Duncans Mills Historic District Design Guidelines and the Landmarks Commission recommend the boundary of the Duncans Mills Historic District be amended to include the two properties listed in Table 1 and as shown on the map in Exhibit R. Amendment of the boundary of the Duncans Mills Historic District to include these two properties would be implemented by adding HD (Historic District Combining) zoning designation to the two parcels. However, the consultant recommends the boundary of the Bodega Historic District be amended to remove seven properties (see Issue #3).

The consultant and the Landmarks Commission recommend the boundaries of the Freestone and Occidental Historic Districts remain the same.

<b>Table 1. Properties Recommended by Consultant For Addition to Duncans Mills Historic District.</b>				
<b>APN Street Address ID#</b>	<b>Existing Development</b>	<b>Existing Zoning*</b>	<b>Proposed Zoning*</b>	<b>Reason</b>
096-170-006 23450 Moscow Road #32	1965 Russian River Rodeo	RRD CC B6 160/640 F1 F2 SR VOH	RRD CC B6 160/640 F1 F2 HD SR VOH	Property does not contain historic resources, but should be included in Historic District 1) to create a continuous boundary, and 2) development on parcel could be inconsistent with historic character and resources of Historic District.

096-170-007 25150 Steelhead Boulevard #33	1936 Russian River Sportsmen's Club	RRD CC B6 160/640 BR F1 F2 SR VOH	RRD CC B6 160/640 BR F1 F2 HD SR VOH	Existing building fits within Period of Significance for Historic District and retains integrity.
<p>* BR - Biotic Resources                  CC - Coastal Zone                  F1 - Floodway                  F2 - Floodplain                  HD - Historic District                  RRD, B6-160/640 - Resources and Rural Development, 160 acre-density, 640 acre minimum parcel size                  SR - Scenic Resources                  VOH - Valley Oak Habitat</p>				

**DISCUSSION OF ISSUES**

**Issue #1:** Landmarks Commission and Design Review Committee

The Design Review Committee (DRC) reviewed the Freestone and Occidental Historic District Draft Design Guidelines on October 6, 2010. The DRC made recommendations to refine and clarify the documents' standards. The DRC's recommendations have been incorporated into the Draft Historic District Design Guidelines.

The DRC reviewed the Bodega and Duncans Mills Historic District Design Guidelines on October 19, 2011. The DRC was concerned with the document title "Design Guidelines", as Design Guidelines are traditionally used by the DRC to provide direction on all aspects of site design versus limited direction that focuses on the historic characteristics and context of an area. The DRC recommended the name of the Bodega, Duncans Mills, Freestone, and Occidental documents be changed from "Historic District Design Guidelines" to "Historic District Historic Reference Guidelines".

Landmarks Commission staff decided not to change the titles of the documents from "Historic District Design Guidelines" to "Historic District Historic Reference Guidelines" for several reasons: "Historic District Design Guidelines" is the title that the Landmarks Commission prefers, the title that professionals in the fields of architectural history or historic architecture give to such documents, and the title that many local jurisdictions use for such documents. The Historic District Design Guidelines are for Landmarks Commission review of proposed development. If DRC review of the proposed development is also required, the DRC will apply additional design standards to that development pursuant to Article 82 (Design Review) of Chapter 26 (Sonoma County Zoning Regulations) of the Sonoma County Code..

**Issue #3:** Amendment of Historic District Boundaries

The Design Guidelines for each Historic District include standards and recommendations for the design of both exterior alterations to structures and new construction to retain the existing historic characteristics and integrity of the Historic District.

Bodega:

The consultant for the Bodega Historic District Design Guidelines recommends the Historic District boundary be amended to remove the seven properties listed in Table 2 and shown on the map in Exhibit M. The consultant's reasoning for removal of these properties from the Historic District include a building construction date too recent to fit within the Period of Significance for the Historic District (several of the properties contain manufactured homes), inconsistency with the Area of Significance or Theme for the Historic District, lack of integrity, and geographic separation from the core of Bodega. However, the Landmarks Commission does not recommend amendment of the Bodega Historic District boundary to remove these seven properties. The Landmarks Commission determined that designation of these seven properties as "non-contributing" to the Historic District is all that is necessary to address the issues raised by the consultant.

However, all but two (217 Church Street, APN 103-110-001, ID# 20 & 249 Salmon Creek Road, APN 103-120-033, ID#17) of the eight properties are not visible from the main portion of the Bodega Historic District; and the main portion of the Bodega Historic District is not visible from these properties.

Therefore, as development on these six properties is not and would not be related visually to development in the main portion of the Bodega Historic District, including Historic Landmark properties, removal of these properties from the Bodega Historic District would not have a significant, adverse impact on the historic resources, character, or integrity of the Historic District. However, if these six properties remain in the Bodega Historic District, an application and fee for Landmarks Commission Design Review would still be required for any exterior alterations to existing structures, construction of new structures, or demolition of existing structures on these properties, even if that review is not necessary to preserve the historic resources, character, and integrity of the Historic District. Therefore, it is staff's recommendation that these six properties be removed from the Bodega Historic District.

**Table 2. Properties Recommended by Consultant For Removal From Bodega Historic District.**

<b>APN Street Address ID #</b>	<b>Existing Development</b>	<b>Existing Zoning*</b>	<b>Proposed Zoning*</b>	<b>Reason</b>
103-110-001 217 Church Street  #20	1910 four agricultural buildings	RC BR HD SR	RC BR SR	Property is inconsistent with Area of Significance or Theme for Historic District; and/or is geographically separate from Bodega core.
103-120-033 249 Salmon Creek Road  #17	single-family dwelling & accessory structure	RC HD	RC	Building construction date is too recent to fit within Period of Significance for Historic District; and/or property is geographically separate from Bodega core.
103-130-008 352 Salmon Creek Road  #12	1981 manufactured home	RR B6 10 BR HD	RR B6 10 BR	Building construction date is too recent to fit within Period of Significance for Historic District; and/or property is geographically separate from Bodega core.
103-130-010 330 Salmon Creek Road  #11	1978 manufactured home	RR B6 10 BR HD	RR B6 10 BR	Building construction date is too recent to fit within Period of Significance for Historic District; and/or property is geographically separate from Bodega core.

103-130-012 544 Salmon Creek Road #13	1969 manufactured home	RR B6 10 BR HD	RR B6 10 BR	Building construction date is too recent to fit within Period of Significance for Historic District; and/or property is geographically separate from Bodega core.
103-130-013 550 Salmon Creek Road #14	1970 manufactured home	RR B6 10 BR HD	RR B6 10 BR	Building construction date is too recent to fit within Period of Significance for Historic District; and/or property is geographically separate from Bodega core.
103-130-015 320 Salmon Creek Road #10	1965 manufactured home	RR B6 10 HD	RR B6 10	Building construction date is too recent to fit within Period of Significance for Historic District; and/or property is geographically separate from Bodega core.
103-130-016 310 Salmon Creek Road #9	1965 single-family dwelling & shop	RR B6 10 BR HD	RR B6 10 BR	Building construction date is too recent to fit within Period of Significance for Historic District; and/or property is geographically separate from Bodega core.
* BR - Biotic Resources HD - Historic District RC - Rural Commercial RR B6 10 - Rural Residential, 10 acre-density SR - Scenic Resources				

Duncans Mills:

The consultant for the Duncans Mills Historic District Design Guidelines recommends the Historic District boundary be amended to remove the four properties listed in Table 3 and shown on the map in Exhibit N. The consultant's reasoning for removal of these properties from the Historic District include a building construction date too recent to fit within the Period of Significance for the Historic District, inconsistency with the Area of Significance or Theme for the Historic District, and location on the periphery of the Duncans Mills Historic District. However, the Landmarks Commission does not recommend amendment of the Duncans Mills Historic District boundary to remove these four properties. The Landmarks Commission determined that designation of these seven properties as "non-contributing" to the Historic District is all that is necessary to address the issues raised by the consultant. The Landmarks Commission was concerned that future development on these properties could be inconsistent with the historic character and resources of the Historic District.

<b>Table 3. Properties Recommended by Consultant For Removal From Duncans Mills Historic District.</b>				
<b>APN Street Address ID #</b>	<b>Existing Development</b>	<b>Existing Zoning*</b>	<b>Proposed Zoning*</b>	<b>Reason</b>
096-140-015 25191 Steelhead Boulevard  #25	vacant	CT CC F2 HD VOH	CT CC F2 VOH	Property is vacant and non-contributing to Historic District.
096-140-014 25209 Steelhead Boulevard  #26	vacant	CT CC F2 HD VOH	CT CC F2 VOH	Property is vacant and non-contributing to Historic District.
096-140-023 25233 Steelhead Boulevard  #27	1965 The Inn at Duncans Mills	CT CC F2 HD VOH	CT CC F2 VOH	Building construction date is too recent to fit within Period of Significance for Historic District.
096-140-010 25365 Steelhead Boulevard  #30	1950 mobile home	CT CC F2 HD VOH	CT CC F2 VOH	Building construction date is too recent to fit within Period of Significance for Historic District.
* CC - Coastal Zone CT - Commercial Tourist F2 - Floodplain HD - Historic District VOH - Valley Oak Habitat				

**Issue #1:** Consistency With Sonoma County General Plan and Local Coastal Plan

The proposed Design Guidelines for the Freestone, Occidental, Bodega, and Duncans Mills Historic Districts and the proposed amendment of the Duncans Mills Historic District boundary by adding two parcels are consistent with the goals, objectives, and policies of the Sonoma County General Plan and the recommendations of the Sonoma County Local Coastal Plan, as they would protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and conserve and preserve historic structures and buildings.

The potential amendment of the Bodega Historic District boundary by removing six parcels is consistent with the goals, objectives, and policies of the Sonoma County General Plan, as this boundary amendment would not have an adverse impact on the historic character, resources, and integrity of the Bodega Historic District (see Issue #3).

**Issue #4:** California Environmental Quality Act

The proposed Design Guidelines have been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. According to this General Rule, CEQA applies only to those projects which have the potential to cause a significant environmental



effect. The proposed Design Guidelines are intended to supplant the existing design standards which operate to preserve and protect the historic resources of the particular Historic District. All new development including exterior alterations to existing structures, construction of new structures, and demolition of existing structures would require a discretionary entitlement and be subject to a CEQA analysis at that time.

~~The potential amendment of the Bodega Historic District boundary by removing the HD (Historic District Combining) zoning designation from six parcels in the Bodega Historic District would not have a significant, adverse impact on the historic character, resources, or integrity of the Bodega Historic District because existing development on these six properties is not, and future development on these properties would not be, related visually to existing and future development in the main portion of the Bodega Historic District, including Historic Landmark properties.~~

### **STAFF RECOMMENDATION**

Staff recommends the Planning Commission adopt a Resolution recommending the Board of Supervisors adopt the proposed Design Guidelines for the Bodega, Duncans Mills, Freestone, and Occidental Historic Districts; amend Article 68 - HD Historic Combining District of Chapter 26 of the Sonoma County Code to incorporate these Design Guidelines by reference; approve the Zoning Changes to amend the boundary of the Duncans Mills Historic District by adding the HD (Historic District Combining) zoning designation to the two properties listed in Table 1; and approve the Zoning Changes to amend the boundary of the Bodega Historic District by removing the HD zoning designation from the properties listed in Table 2, with the exception of 217 Church Street, APN 103-110-001, ID# 20 and 249 Salmon Creek Road, APN 103-120-033, ID#17.

### **FINDINGS FOR RECOMMENDED ACTION**

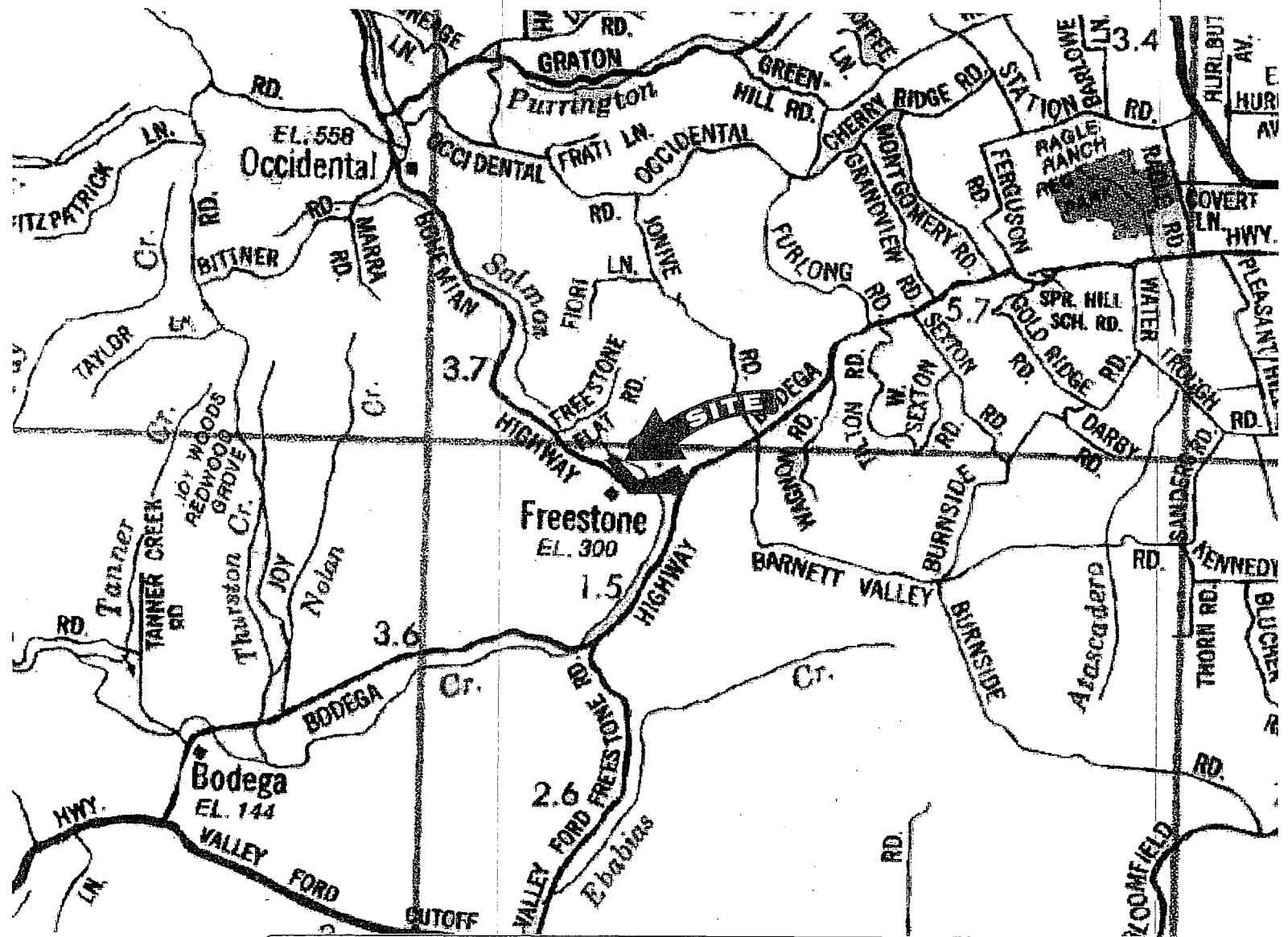
1. The adoption of the proposed Design Guidelines for the Bodega, Duncans Mills, Freestone, and Occidental would protect and preserve the historic character and resources of these areas.
2. The proposed Design Guidelines for the Bodega, Duncans Mills, Freestone, and Occidental Historic Districts are consistent with the goals, objectives, and policies of the Sonoma County General Plan and the recommendations of the Sonoma County Local Coastal Plan because they would protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and conserve and preserve historic structures and buildings.
3. The proposed Design Guidelines for the Bodega, Duncans Mills, Freestone, and Occidental Historic Districts are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic Districts, and subsequent development in the Historic Districts requires discretionary design review by the Landmarks Commission and Design Review Committee.
4. The proposed addition of the HD (Historic District Combining) zoning designation to two parcels in the Duncans Mills Historic District would further protect and preserve the historic character and resources of Duncans Mills.
5. Removal of the HD zoning designation from six parcels in the Bodega Historic District would not have a significant, adverse impact on the historic character, resources, or integrity of the Historic District because existing development on these six properties is, and future development on these properties would not be, visually related to existing and future development in the main portion of the Bodega Historic District.

### **LIST OF ATTACHMENTS:**

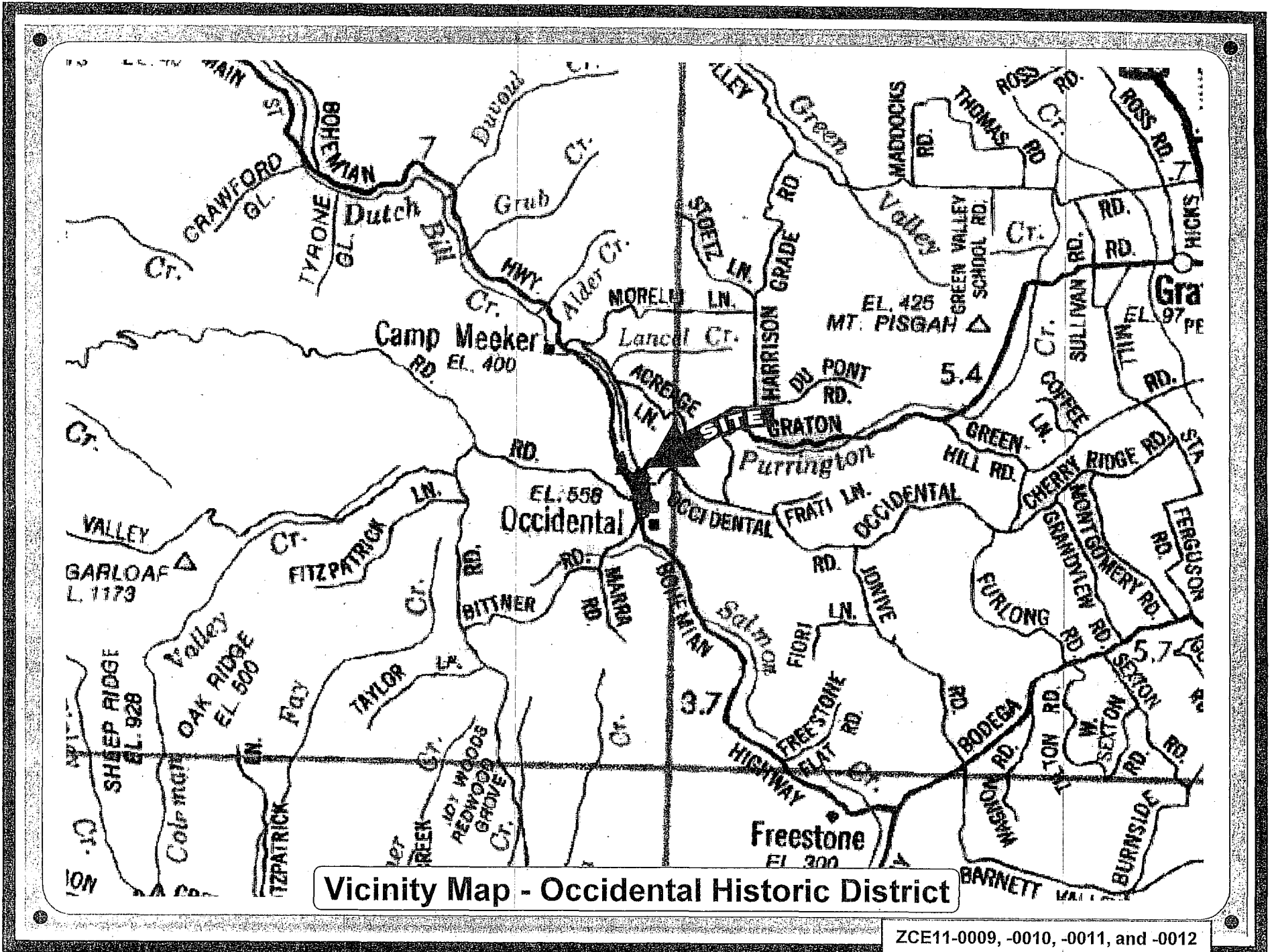
- ✓ EXHIBIT A: Location Maps (5)
- ✓ EXHIBIT B: Historic District Maps (4)
- ✓ EXHIBIT C: Landmarks Commission Meeting Minutes dated September 7, 2010 and July 12, 2011
- ✓ EXHIBIT D: Design Review Committee Record of Action dated October 6, 2010 and October 19, 2011

- EXHIBIT E: Draft Resolution - Freestone Historic District
- EXHIBIT F: Draft Resolution - Occidental Historic District
- EXHIBIT G: Draft Resolution - Bodega Historic District
- EXHIBIT H: Draft Resolution - Duncans Mills Historic District
- EXHIBIT I: Draft Resolution - Sonoma County Code Amendment to Article 68
- EXHIBIT J: Draft Resolution - Sonoma County Code Amendment to Article 24
- ~~EXHIBIT K: Draft Ordinance - Bodega Historic District~~
- EXHIBIT L: Draft Ordinance - Duncans Mills Historic District
- EXHIBIT M: Draft Ordinance - Sonoma County Code Amendment to Article 68
- EXHIBIT N: Draft Ordinance - Sonoma County Code Amendment to Article 24
- EXHIBIT O: Bodega Historic District Properties Map
- EXHIBIT P: Duncans Mills Historic District Properties Map
- EXHIBIT Q: Draft Freestone Historic District Design Guidelines
- EXHIBIT R: Draft Occidental Mills Historic District Design Guidelines
- EXHIBIT S: Draft Bodega Historic District Design Guidelines
- EXHIBIT T: Draft Duncans Mills Historic District Design Guidelines



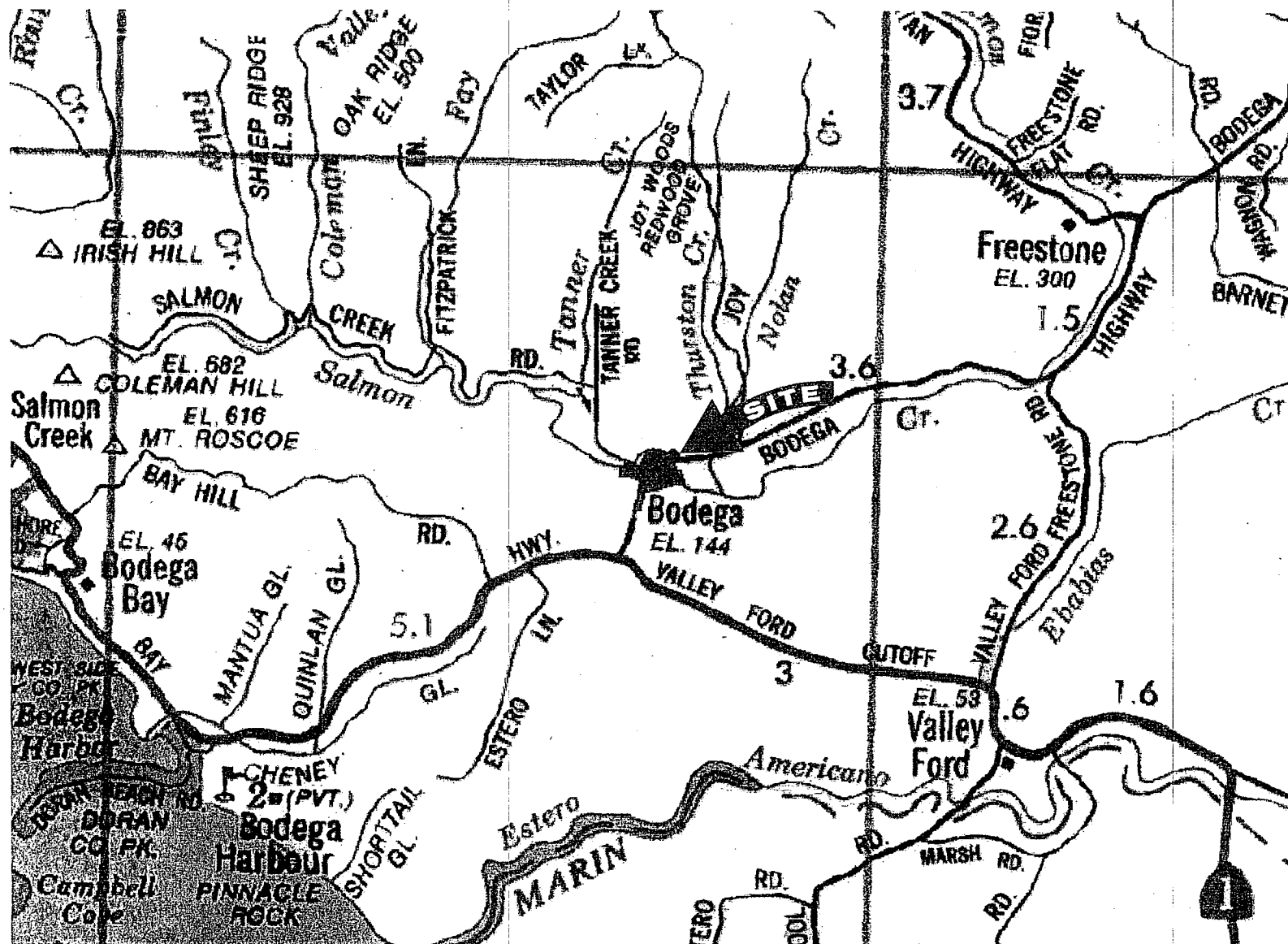


Vicinity Map - Freestone Historic District

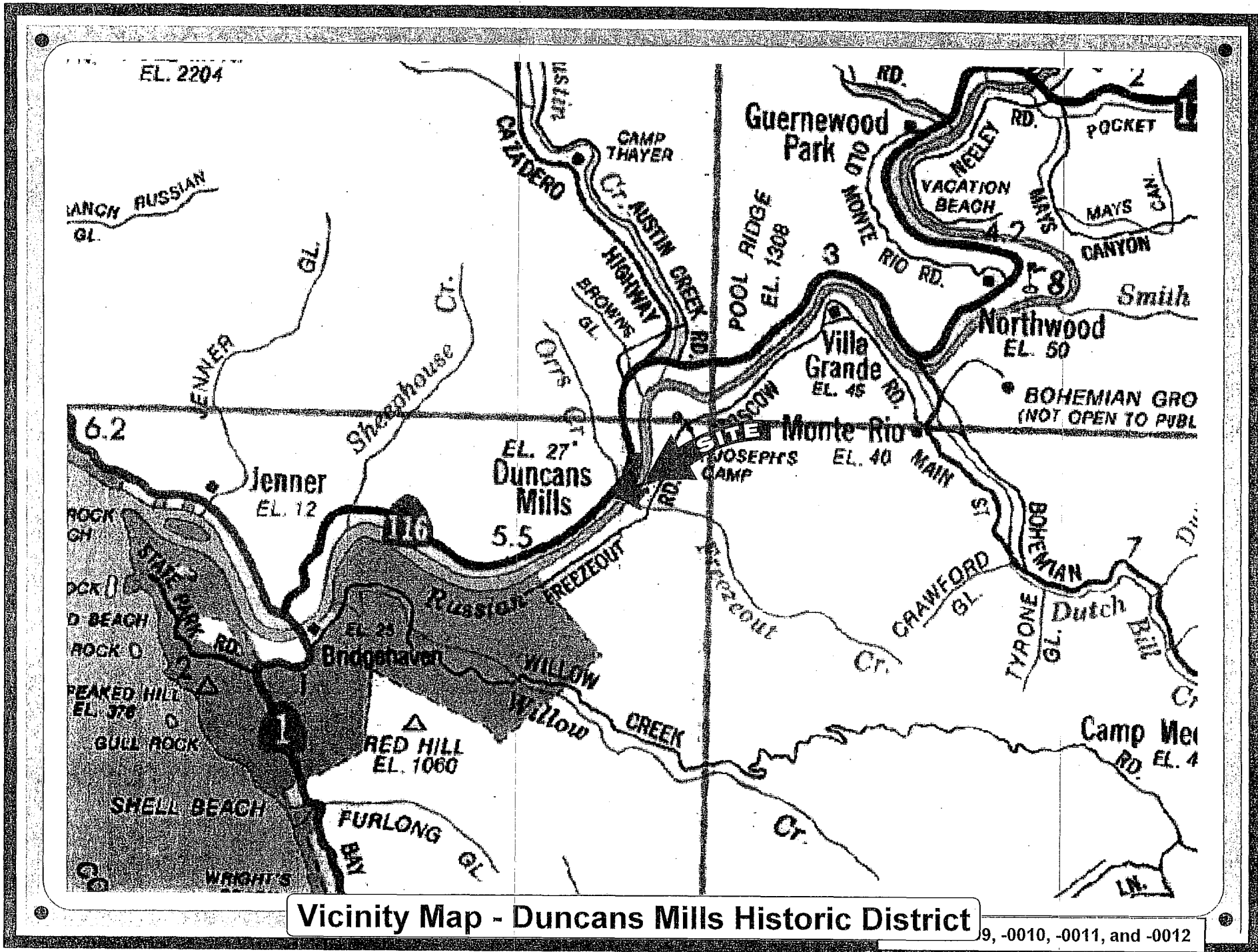


Vicinity Map - Occidental Historic District

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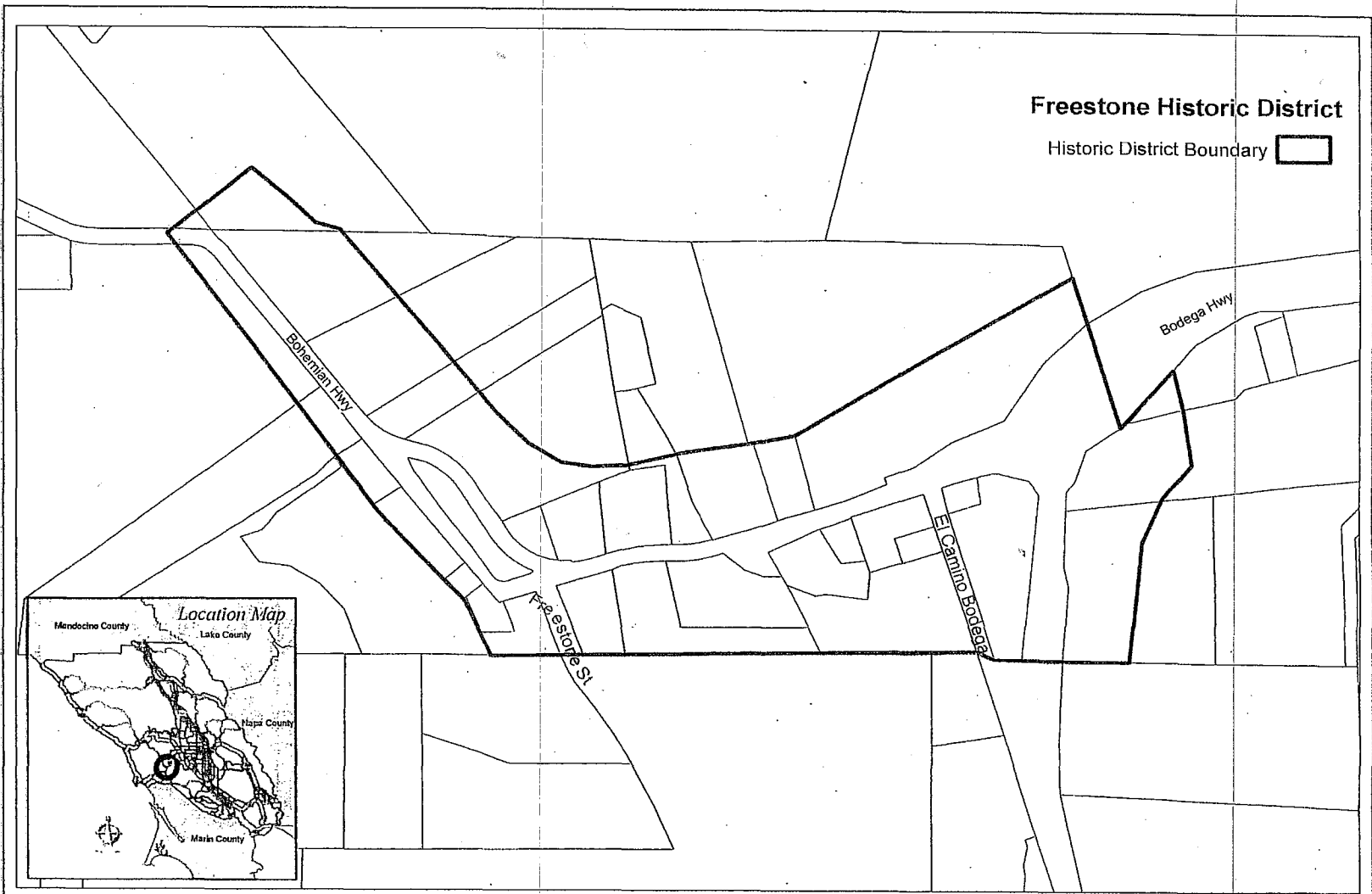



Vicinity Map - Bodega Historic District

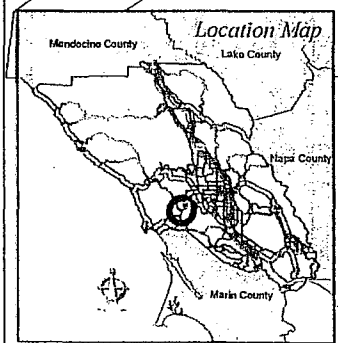


Vicinity Map - Duncans Mills Historic District

9, -0010, -0011, and -0012

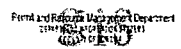


**Freestone Historic District**  
 Historic District Boundary 



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 Permit and Resource Management Department  
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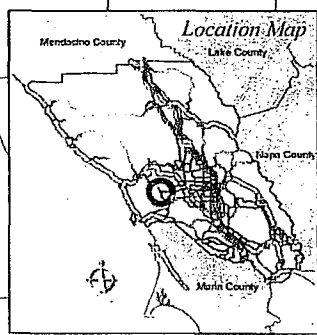
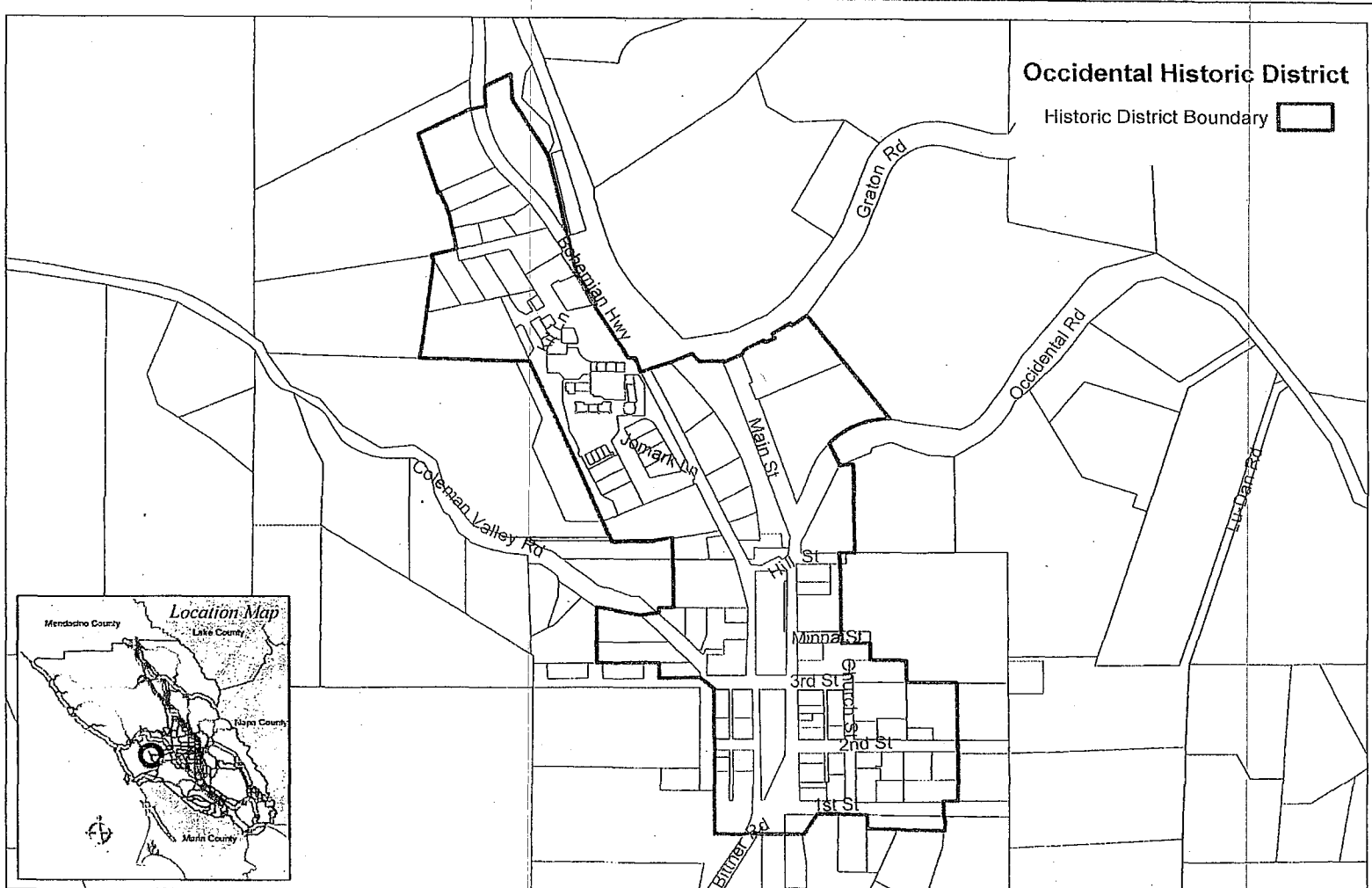


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**Freestone Historic District Boundary**

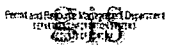
E11-0009, -0010, -0011, and -0012





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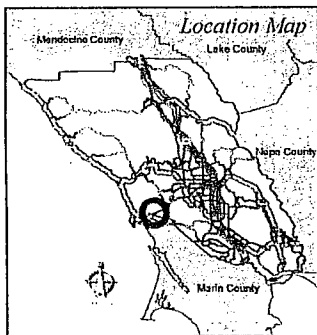
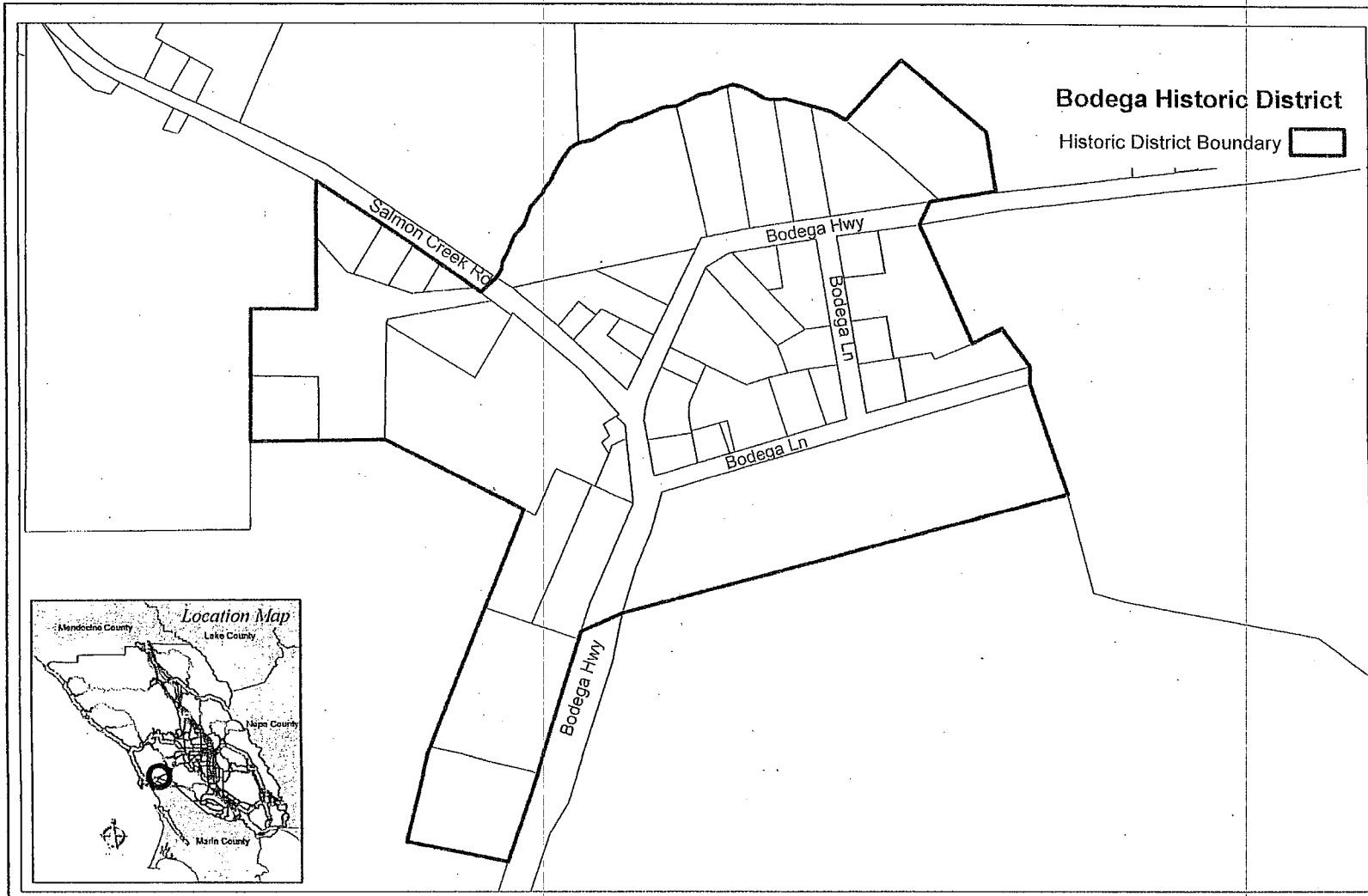
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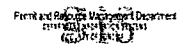
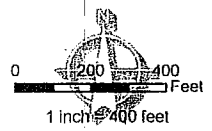
# Occidental Historic District Boundary

ZCE11-0009, -0010, -0011, and -0012



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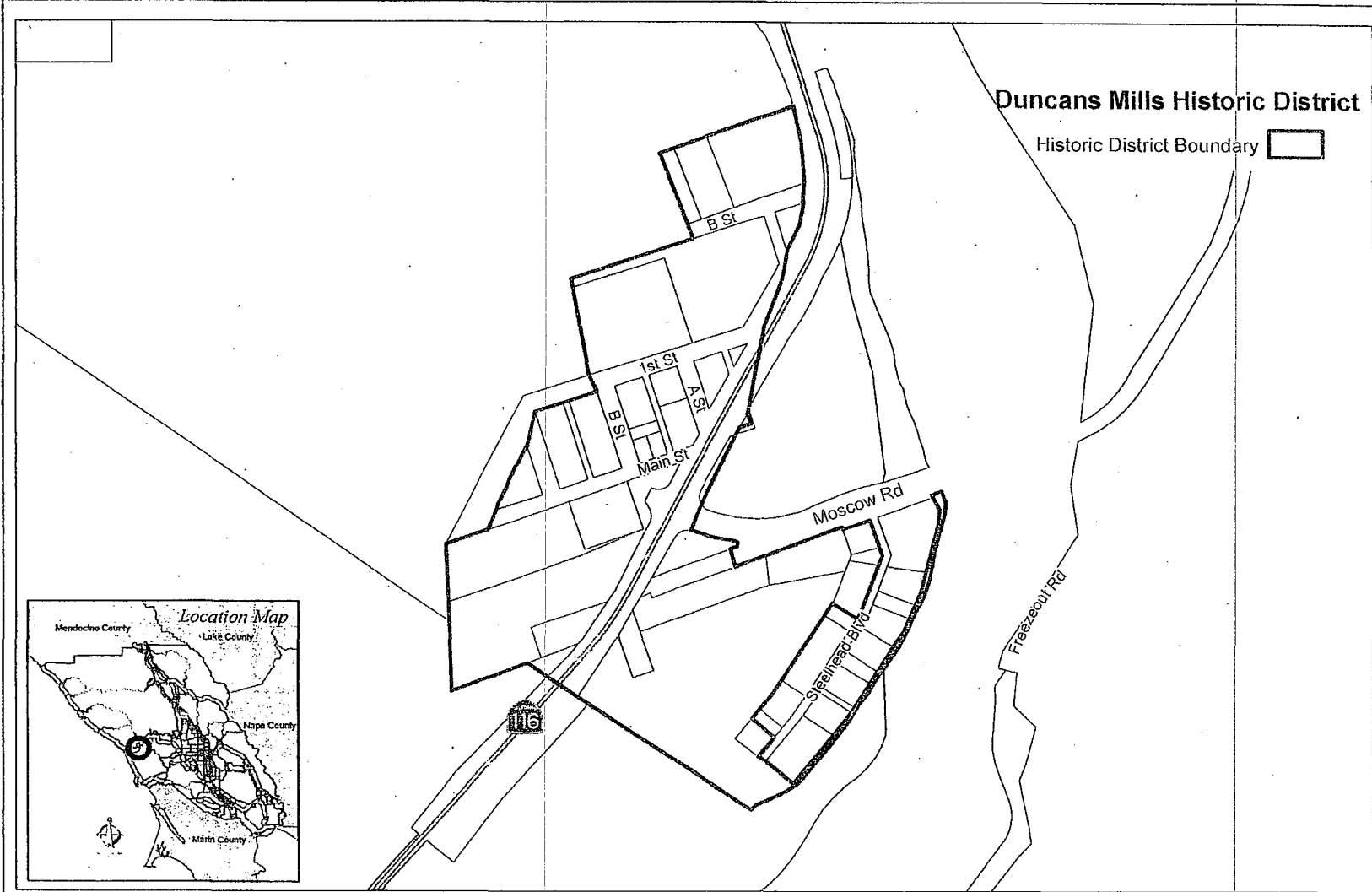
County of Sonoma  
 Permit and Resource Management Department  
 2550 Ventura Avenue, Santa Rosa, California 95403  
 707-565-1900 FAX 707-565-1103



# Bodega Historic District Boundary

ZCE11-0009, -0010, -0011, and -0012

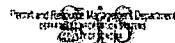
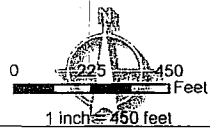
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 2550 Ventura Avenue, Santa Rosa, California 95403  
 707-565-1900 FAX 707-565-1103



# Duncans Mills Historic District Boundary

ZCE11-0009, -0010, -0011, and -0012

# Sonoma County Landmarks Commission MINUTES

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-7383 FAX (707) 565-8343

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DATE: September 7, 2010

## ROLL CALL

### Commissioners

Commissioner Simpson  
Commissioner Montoya  
Commissioner Hines, Chair  
Commissioner DiRicco  
Commissioner Jenny

### Staff Members

Lisa Posternak

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## PRELIMINARY BUSINESS

**5:00 P.M. Call to Order by Chair:** 5:08 PM.  
**Roll Call by Staff:** Commissioners DiRicco and Hines absent.  
**Changes to Agenda:** None.  
**Statements of Personal Contact/Conflict of Interest:** None.  
**Public Appearances on Non-Agenda Items:** None.

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## REGULAR BUSINESS

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Item No. 1 Time: 5:05 P.M.

### Public Hearing

**Applicant:** Permit and Resource Management Department  
**Env. Doc.:** Not Applicable

**File:** Not Applicable  
**Staff:** Lisa Posternak

**Location:** Freestone & Occidental Historic Districts  
**APN:** various

Supervisorial District: 5

**Project Description:** Public hearing to obtain input and comments from the owners of property in the County designated Freestone and Occidental Historic Districts and other members of the public on the 2<sup>nd</sup> Draft Design Guidelines for the Historic Districts.

### Staff Presentation:

**Staff Posternak** introduced **Consultant** Erica Schultz of Garcia and Associates and explained she will present the major revisions made to the Historic District Design Guidelines.

### Commission Questions of Staff:

None.

EXHIBIT C

**Consultant Presentation:**

The **Consultant** presented a Powerpoint summary of the major revisions to the 1<sup>st</sup> Draft Historic District Design Guidelines. She stated information about architectural details was not added to the documents because that information already exists (e.g., on page 40 of the Freestone Historic District Design Guidelines).

**Commission Questions of Consultant:**

**Commissioner Simpson** asked whether the **Consultant** had addressed whether the three Freestone Historic District properties in question at the July 6, 2010 public hearing (was the original intent to stop the Historic District at Bohemian Highway?) are supposed to be in the Historic District. The **Consultant** stated they had received a list of properties within the Historic District, and their scope of work did not include commenting on the boundary. **Staff Posternak** explained that in order to take the parcels out of the Historic District, a Zone Change to remove the HD Zoning from the parcels would be necessary.

**Public Comments:**

None.

**Commission Comments and Discussion:**

**Commissioner Simpson** commented the documents are easier to read, and suggested the Frequently Asked Questions be placed right after the Table of Contents. She indicated she would ask the Commission to clarify the difference between "guidelines" and "recommendations". She identified a typo in the Table of Contents under the "Frequently Asked Questions" - "What if my property is an Historic Landmark?"

**Commissioner Jenny** commented he agrees with **Commissioner Simpson** about the documents being more user friendly, and stated he has prepared written comments on the documents.

**Commissioner Montoya** stated **Commissioner Jenny** gave him written comments on the documents. He commented the information is all there in the documents, and he commends the Consultant for reformatting and revising the documents.

**Action:** Revise the Historic District Design Guidelines at a staff level based on the written changes submitted by **Commissioners Hines** and **Jenny** and the verbal comments by **Commissioner Simpson**.

Simpson: M/aye	Montoya: aye	Hines:	DiRicco:	Jenny: S/aye
Ayes: 3	Noes: 0	Absent: 2	Abstain: 0	

**Item No. 2 Time: 5:40 P.M.**

**Applicant:** Not Applicable  
**Env. Doc.:** Not Applicable

**File:** C08001  
**Staff:** Lisa Posternak

**Location:** Watmaugh Road Bridge, Sonoma

**Supervisory District:** 1

**Project Description:** Watmaugh Road Bridge Replacement Project - Landmarks Commission discussion of project status, why replacement not retrofit project, public involvement, CEQA review, timing for Commission design review, etc.

**Staff Presentation:**

**Staff Posternak** presented basic information about the proposed project: a) who are the Project Engineer and Project Environmental Specialist; b) the project will go to the Landmarks Commission for review at some point after the preliminary design for the new bridge has been developed; c) additional public

meetings would be held if the project is determined to be subject to CEQA; d) an evaluation of Watmaugh Bridge and an analysis of the impacts of the proposed project on historic resources would be conducted by a qualified professional as part of the environmental review process under NEPA; and e) the quantitative details of the project as currently proposed.

**Commission Questions of Staff:**

**Commissioner Simpson** asked who determines whether the proposed project is subject to CEQA - is it on the County level? **Staff Posternak** explained it is the Department of Transportation & Public Works (DTPW) in consultation with County Counsel.

**Public Comments:**

**Bishwendu K. Paul, C.E., S.E., Earthquake and Structures, Inc.**

- agrees bridge is in poor condition
- normal conditions for age of bridge
- a bridge of this age and construction can be retrofitted
- opinion is the bridge can be retrofitted
- would involve base isolation work underneath the bridge
- cost would be under \$2 million instead of \$5 million

**Satinder P. Singh, Ph.D., P.E., SPS Engineers**

- not extraordinarily difficult to retrofit bridge
- would mainly involve structural components of bridge - piers, abutments, isolation bearings
- must meet Caltrans retrofit requirements
- doesn't have previous/old retrofit reports

**Gail Johnson, 455 East Walnut Street, Sonoma**

- attended May 5, 2010 meeting
- was told only option is replacement because of funds
- area is an historic corridor, consistent with General Plan rural connector road designation
- was told could take old trusses off the existing bridge and put them on the new bridge
- there are other sources of funding for seismic retrofit - through Proposition 1B Local Bridge Seismic Retrofit Account (LBSRA), up to 88.5% of costs with 11.5% match - we need to look into them
- minutes from the May 5, 2010 meeting states that the options are to replace, retrofit, or construct new parallel bridge

**Johanna Patri, 621 Napa Road, Sonoma**

- a 1978 survey of the bridge and the Sonoma County Bridge Report indicate the bridge is historically significant
- bridge has been well-documented
- bridge was designated a Sonoma County Historic Landmark in 1981
- must be an analysis of impacts of the proposed project under CEQA
- bridge is part of the public trust; a transparent review, evaluation, and decision-making process regarding the project is needed

**Jim Smith, 700 Cortin Lane, Sonoma**

- doesn't see much wrong with the bridge or a major amount of work
- can restore the bridge with less \$

**Jim Bundschu, P.O. Box 37, Vineburg**

- family owns oldest family-owned winery in U.S.
- new bridge would be a chink in the local wine industry, and increase its competition with wines from other areas; people have a willingness to pay more for wine from the area because of its ambiance and authenticity, which includes the bridge and surrounding area; the new bridge would not be authentic, even with the decoration of the trusses on the existing bridge; people would not be willing to pay as much for wine from the area because the bridge would not be authentic
- wine industry depends on tasting room and wine club sales, which would decrease under the proposed project; in the current economic downturn it would be even more of an impact

**Robert Garant, P.E., 275 West Spain Street, Sonoma**

- City of Sonoma asked him to look at the documentation for the proposed project
- steel is in amazingly good condition
- bridge is not essential because one can take other routes; bridge is in a rural, historic area and the proposed changes would add nothing to the local transportation needs and emergency response times
- even a seismic upgrade doesn't make sense
- a bridge maintenance program is what is needed
- typifies how bridges were made in the 1920s
- lower the speed limit for safety

**Yvonne Bowers, 392 East Napa Street, Sonoma**

- asked for support from the Landmarks Commission in heading the project off at the pass
- while the project would go to the Commission after the preliminary design has been developed, she wants to get in on it earlier than that, as early as possible

**Gail Johnson, 455 East Walnut Street, Sonoma**

- a lot of money is being spent on the project - there are surveyors working out there; stop work on the project right now to save tax dollars if the replacement project is not going to go forward

**Commission Discussion:**

**Commissioner Simpson** asked why the bridge was designated an Historic Landmark in 1981 and now it is not considered as such. She is stunned the County is coming back to the Landmarks Commission for demolition of the bridge when there are other options available. The community has come to the Commission for direction on how to proceed. It would be good to see the plans for retrofit from the 1980s. She suggested asking staff for a public hearing on all options.

**Commissioner Montoya** thanked the public for their good information, and stated that preservation usually starts at the grass roots level. He stated the Landmarks Commission is limited as to what is brought before it. He asked Staff Posternak if there would be a Zone Change if the new bridge is constructed; Staff responded there would if the Commission determined the property were no longer historically significant and no longer qualified as an Historic Landmark. **Commissioner Montoya** commented that maintaining the historic nature of the County is not a charge the Commission has taken lightly. Demolition of an Historic Landmark is taken very seriously. There are not many steel truss bridges left in the area, and once gone they are gone forever. He commented that the process is the process, and that the project would go to the Commission when it is in a form on which the Commission can make a decision.

**Commissioner Simpson** stated she agrees with **Commissioner Montoya**. She read from the Landmarks Commission ByLaws on the purpose of the Commission, and stated she fully believes the bridge should be preserved. **Commissioner Simpson** commented they would be falsely representing themselves as Commissioners to not be against demolition of the bridge. She explained there is a difference between the County and the residents relative to historic preservation of the bridge, and that the Secretary of the Interior's Standards include best practices for preserving structures. There are six homes about 40 feet from the bridge that would be affected by the proposed project.

**Commissioner Montoya** commented the project Engineer, Environmental Specialist, or both should come to the next available meeting (October or November), and Staff Posternak should schedule it as an agenda item.

**Commissioner Simpson** explained she talked to Supervisor Brown about the project, who said the project was out of her hands and the decision had already been made. **Commissioner Simpson** referred to CEQA which says that if there were a difference between an applicant and the community on a project, you go with the community. **Staff Posternak** stated she would talk to her Supervisor about additional routes for public involvement in the project; and to clarify the process for review of the project. **Commissioner Simpson** asked **Staff Posternak** to request another Department of Transportation and Public Works community meeting on the project.

**Action:** None.

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**OTHER BUSINESS**

**Reports From Commissioners**

None.

**Reports From Staff**

**Staff Posternak** gave the Commission an update on the new project under the 2010/2011 Advertising Fund grant. She explained that Diana Painter of Painter Preservation and Planning has been hired to prepare Bodega and Duncans Mills Historic District Design Guidelines under the grant and why. **Staff Posternak** requested input from the Commission on how to use the remaining grant money. **Commissioner Simpson** suggested using the remaining money to expand the Historic Resources website to include a page on "How to Designate My Property as an Historic Landmark", and to prepare a packet of information to give to applicants.

**Commissioner Simpson** made a motion, seconded by **Commissioner Jenny**, to use part of the FY 2010/2011 Advertising Fund grant to create a page on the Historic Resources website that outlines how to get property designated as a Sonoma County Historic Landmark and explains how/where to get the application packet. The vote was unanimous in favor.

The meeting was adjourned at 7:05 PM.

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# Sonoma County Landmarks Commission MINUTES

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-7383 FAX (707) 565-8343

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DATE: July 6, 2010

## ROLL CALL

### Commissioners Present

Commissioner Simpson  
Commissioner Jenny  
Commissioner Hines, Chair

### Staff Members

Lisa Posternak

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## PRELIMINARY BUSINESS

**5:00 P.M. Call to Order by Chair:** 5:00 PM  
**Roll Call by Staff:** Commissioners DiRicco and Montoya absent.  
**Changes to Agenda:** None  
**Statements of Personal Contact/Conflict of Interest:** None  
**Public Appearances on Non-Agenda Items:** None

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## REGULAR BUSINESS

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Item No. 1 Time: 5:05 P.M.

### Public Hearing

**Applicant:** Permit and Resource Management Department  
**Env. Doc.:** Not Applicable

**File:** Not Applicable  
**Staff:** Lisa Posternak

**Location:** Freestone & Occidental Historic Districts  
**APN:** various

Supervisory District: 5

**Project Description:** Public hearing to obtain input and comments from the owners of property in the County designated Freestone and Occidental Historic Districts or other members of the public on Draft Design Guidelines for the Historic Districts.

### Staff Presentation:

Staff Posternak asked the Consultant (Garcia & Associates) to present the proposed Freestone and Occidental Historic District Design Guidelines.

### Consultant Presentation:

The Consultant presented the proposed Freestone and Occidental Historic District Draft Design Guidelines through a Powerpoint presentation.

**Commission Questions of Staff/Consultant:**

Commissioner Hines asked if the Consultant had worked with the residents of the Historic Districts. The Consultant responded they had informal, impromptu discussions in the field with residents of the Freestone Historic District. Staff stated she had a comment letter from Mr. Kidder and Mr. Walker and had distributed the letter to the Commission.

**Public Comments/Commission Discussion:**

**Anne Hayden, 611 Bohemian Highway, Freestone.** The Guidelines still seem way over the top for what is needed - Freestone has a rural, small town character; there are way too many pages; feels restrictive, way too much government; doesn't understand how process would work for a non-contributory building, why not excise non-contributory buildings; how are fences and paint colors controlled?

The Consultant responded that at the past community meeting, the Commission told the Consultant that fences do not need to be addressed in the Design Guidelines; and referred to page 23 for text about removing non-contributory additions.

**Commissioner Hines** confirmed with Staff Posternak that guidelines regarding fences and colors are advisory, not regulatory. **Commissioner Simpson** asked Staff Posternak what types of projects go to the Commission for design review. **Commissioner Hines** indicated the Design Guidelines should differentiate between what is and is not required to be reviewed by the Commission.

**Commissioner Hines** explained why non-contributory buildings are included in an Historic District and addressed in Design Guidelines - they are part of the fabric/boundary of the Historic District. **Anne Hayden** asked what is the difference between design review for a non-contributory building versus a contributory building. **Commissioner Hines** explained the Commission uses slightly lower standards, doesn't try to maintain architectural style as much, and makes sure the project does not further the contrast with the contributory buildings.

**Commissioner Simpson** gave an example of criteria important for designation of buildings as contributory, and explained the Design Guidelines provide controlled change so that projects do not impact significant historic buildings.

**Anne Hayden** asked what if she wants to replace existing aluminum slider windows with vinyl windows? **Commissioner Hines** explained there is a difference between that situation and one where existing wood windows would be replaced with aluminum or vinyl windows.

**Gene Walker, 301 Bohemian Highway, Freestone.** He thought the Design Guidelines were not intended to put a burden on property owners; it has taken two applicants over one year to receive an approval for their project, there should be a time limit; he is proud of his community and is trying to keep it; building materials change, some are cost prohibitive to purchase and maintain; was the original intent to stop the Historic District at Bohemian Highway?

**Commission Discussion:**

**Commissioner Simpson** reiterated the Design Guidelines are recommendations, not policy; and she understands the concern about their strictness. She stated unfortunately some people don't have the same passion about their community as the public present at the hearing. The Design Guidelines should be a positive thing, the Commission wants to get them to be positive so they still feel positive in 25 years. She wants it to be clear how the Design Guidelines affect property owners. She doesn't want to scare people from using the document.

**Commissioner Jenny** stated he has the same concerns as Commissioner Simpson about the Design Guidelines not being burdensome.

**Commissioner Simpson.** Regarding the 1972 boundary of the Historic District - the boundary should be consistent with the original boundary. Lolly Petroni at 493 Bohemian Highway explained the property in question by Mr. Walker was originally part of the larger Basso property which extended up the hill; the

high road was realigned in 1976-1977.

**Commissioner Hines** made the following comments:

- solar panels: add language encouraging property owners to put solar panels on the rear or side instead of the front where possible
- accessory structures: prepare separate sections on existing houses and accessory structures; the relationship and size of the accessory structure to the house is important, not the accessory structure itself; encourage keeping the original footprint of the accessory structure when possible
- design review process: rewrite the section so property owners can better navigate the process
- significance of Historic District: incorporate information in the DPR Forms into the discussion of why the Historic District is significant
- District Record: prepare a District Record DPR Form
- Executive Summary: prepare an Executive Summary that discusses the 5 key findings about the Historic District and put it at the beginning of the document (she read up to page 11 of the documents and still did not know the significance of the Historic District)
- use of Design Guidelines: provide more information, targeted to property owners, on how to use the Design Guidelines and how to deal with conflicting guidelines
- architectural detailing: provide more information - the typical, applied ornamentation in the Historic District; an addition can have some ornamentation from the existing structure, but simplified; an addition can have different but consistent architectural detailing
- delete specific information about Landmarks Commission meeting days
- reference and add a link to the State Historic Building Code
- map of Historic District: visually show contributory versus non-contributory properties
- non-contributory properties: add information, consider a separate section
- explain the design review process if a property is also an Historic Landmark
- prepare a set of Frequently Asked Questions

**Commissioner Hines** noted she also has text edits that she will forward to Staff, who will forward them to the Consultant.

**Staff Posternak** and the Commission discussed preparing Frequently Asked Questions (FAQ). The Commissioners will forward FAQ to Staff, who will compile them, prepare the responses, and forward them to the Consultant to incorporate into the documents.

**Commissioner Hines** asked the other Commissioners if they wanted to see the Historic District Design Guidelines with modifications based on the comments. All of the Commissioners responded in the affirmative.

**Anne Hayden** asked questions about the meaning of specific language in the Freestone Historic District Design Guidelines. **Commissioner Hines** explained the Design Guidelines take the general Secretary of the Interior Standards and specify them to the local conditions of the Freestone Historic District. Based on questions from **Anne Hayden** and **Lolly Petroni**, **Commissioner Simpson** recommended the Design Guidelines better define the connection between the Landmarks Commission and the Secretary of the Interior Standards.

**Action:** Direct the Consultant to prepare revised Freestone and Occidental Historic District Design Guidelines based on the comments made at the public hearing. Continue the hearing to September 7 to review and receive comments on the revised Design Guidelines.

Simpson: M/aye	Montoya:	Hines: aye	DiRicco:	Jenny: S/aye
Ayes: 3	Noes: 0	Absent: 2	Abstain: 0	

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**OTHER BUSINESS**

**Reports from Commissioners:** Commissioner Simpson indicated her constituency had contacted her about the Watmaugh Road Bridge project. Commissioner Hines indicated she had been contacted by Chris Kohn regarding developing a regional approach to address impacts on historic buildings associated with climate change projects such as the Sonoma County Energy Independence Program.

**Reports from Staff:** None

**Adjournment:**

The meeting was adjourned at 6:50 PM.



# Sonoma County Landmarks Commission MINUTES

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-7383 FAX (707) 565-8343

DATE: July 12, 2011

## ROLL CALL

### Commissioners

Commissioner Simpson  
Commissioner McAllister  
Commissioner Watts  
Commissioner Jenny

### Staff Members

Lisa Posternak

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**Disabled Accommodation:** If you have a disability which requires an accommodation, an alternate format, or requires another person to assist you while attending this meeting, please contact Lisa Posternak at (707) 565-7383, as soon as possible to ensure arrangements for accommodation.

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## PRELIMINARY BUSINESS

5:00 P.M. **Call to Order by Chair:** 5:03 P.M.

**Roll Call by Staff:** Commissioner Simpson absent.

**Changes to Agenda:** Discussion of 4232 Grange Road added per Staff.

**Statements of Personal Contact/Conflict of Interest:** None

**Public Appearances on Non-Agenda Items:** None

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## REGULAR BUSINESS

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Item No. 1 Time: 5:05 P.M.

**Applicant:** Sonoma Land Trust  
**Env. Doc.:** Not Applicable

**Location:** 13255 Highway 12, Glen Ellen  
**APN:** 053-120-073

**File:** ADR11-0033  
**Staff:** Lisa Posternak

Supervisory District: 1

**Project Description:** Demolition of two non-contributing structures on Glen Oaks Ranch, designated Historic Landmark # 91.

**Staff Presentation:**

**Staff Posternak** presented the proposed project and outlined the determinations to be made by the Commission.

**Commission Questions of Staff:**

None

**Applicant Presentation:**

The **Applicant** explained the SLT has recently heightened public access to and educational activities as the property. The cottage and shed are eyesores and safety hazards to the public, and liability is an issue. The SLT is not proposing to restore the cottage and shed because they are non-contributing structures, and they have a lot of restoration work to do on the contributing structures on the property.

**Commission Questions of Applicant:**

**Commissioner Jenny** asked why 1920 is the cutoff date for the period of significance for the property. He commented the cottage is important to the story of how the property worked. Where did the workers live?

The **Applicant** responded the lathe shed was built recently, and she doesn't know why the date of 1920 is identified as a cutoff date.

**Commissioner Watts** asked in general how a cutoff date is determined.

**Public Comment:**

**Diana Painter** of Painter Preservation & Planning commented the standards used for evaluations completed in the 1970s or 1980s are different than the standards used now. Now one looks at a property as a group or complex of structures, all of which are part of the story and history of the property. She commented the Commission can ask the Applicant for more information.

The **Applicant** stated she understands the comments about the story and history of the property. The main ranch house is the main structure in the story and history of Glen Ellen and General Vallejo.

**Commissioner McAllister** asked where the money for demolition of the structures comes from, and the **Applicant** responded.

**Commission Discussion:**

**Commissioner McAllister** commented the cottage is part of the property, part of the aggregate of structures. She understands money is an issue, and would like there to be a way to stabilize the cottage. There are many levels of "fixing up". One can remove the interior objects, then stabilize the structure from the outside. She does not have an issue with the shed.

**Commissioner Watts** commented the cottage foundation is slanting, and a significant amount of money would be required to shore it up. One could board up the cottage and make it inaccessible. Elements of the building could be reused.

**Commissioner Jenny** commented one could put the cottage on pressure treated blocks and fix the roof. When one sees the cottage and property, it makes sense - all the structures and buildings together as a working farm.

**Commission Decisions:**

**Cottage**

**The historic resources information on the cottage is adequate.**

Simpson: absent    McAllister: S/aye    Watts: M/aye    Jenny: No

Ayes: 2                Noes: 1                Absent: 1                Abstain: 0

**The cottage is a significant historic resource.**

Simpson: absent    McAllister: S/abs    Watts: M/no    Jenny: abs

Ayes: 0                Noes: 1                Absent: 1                Abstain: 2

**The following additional information on the cottage is necessary: 1) why the period of significance stops at 1920, 2) why the period of significance excludes the cottage, 3) the significance of the use of the cottage, and 4) a report by a qualified building industry professional that explores the alternatives to demolition and the associated costs.**

Simpson: absent    McAllister: S/aye    Watts: aye    Jenny: M/aye

Ayes: 3                Noes: 0                Absent: 1                Abstain: 0

**Shed**

**The historic resources information on the shed is adequate.**

Simpson: absent    McAllister: S/aye    Watts: M/aye    Jenny: aye

Ayes: 3                Noes: 0                Absent: 1                Abstain:

**The shed is a significant historic resource.**

Simpson: absent    McAllister: S/no    Watts: M/no    Jenny: no

Ayes: 0                Noes: 3                Absent: 1                Abstain:

**Demolition of the shed is approved.**

Simpson: absent    McAllister: S/aye    Watts: M/aye    Jenny: aye

Ayes: 3                Noes: 0                Absent: 1                Abstain:

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**Item No. 2    Time: 5:35 P.M.**

**Public Hearing**

**Applicant:** Permit and Resource Management Department  
**Env. Doc.:** Not Applicable

**File:** Not Applicable  
**Staff:** Lisa Posternak

**Location:** Bodega & Duncans Mills Historic Districts  
**APN:** various

**Supervisory District:** 5

**Project Description:** 2<sup>nd</sup> Draft Design Guidelines for Bodega & Duncans Mills Historic Districts.

**Staff Presentation**

None

**Commission Questions of Staff**

None

**Applicant Presentation**

The **Consultant** stated the Appendices will be available at the end of next week, and the information to be placed on the maps previously requested by the Commission will be added. She summarized the information added and the changes made to the Design Guidelines.: energy efficiency, additions to historic buildings, document organization, photographs, contraction (Bodega) and expansion (Duncans Mills) of the Historic District, and urban design and landscape character (Duncans Mills).

**Commission Questions of Applicant**

**Commissioner McAllister** asked what is the process for removing or adding HD Zoning on a property, and Staff Posternak described it.

**Commissioner Watts** asked whether 45 or 50 years is the threshold for "historic", and the Consultant responded 50 years, the threshold used by the National Park Service. If a property is less than 50 years, it must be of exceptional significance to be considered "historic".

**Public Comments**

None

**Commission Discussion**

**Commissioner McAllister** made the following comments and discussed them with the **Consultant** and other Commissioners:

- Executive Summary - include a discussion of the proposed contraction or expansion of the Historic District, and modify the description of the document format/organization to match what it is
- Page 29 (Bodega) and 30 (DMills) - modify the description of the document format/organization to match what it is
- Page 31 (DMills) - under Building Materials, change "in the Bodega Historic District" to "in the Duncans Mills Historic District"
- Page 32 (both) - under Masonry, the first bullet item is too restrictive; reword it to reflect the real issue
- Page 32 (both) - under Roofing, broaden and soften the language in the second bullet item, especially regarding composition shingles
- Pages 33-35 (both) - under Windows, include a discussion of replacement windows that are appropriate under different scenarios; the Consultant offered to include references to documents containing additional information in the Energy Efficiency section
- Page 37 (DMills) and 38 (Bodega) - diagram of historic storefront does not reflect typical storefront in Historic District; try to replace with photograph of typical storefront in Historic District
- Page 47 (Bodega) and 49 (DMills) - under Materials, add examples of non-authentic materials

**Commissioner Watts** requested the Appendices, maps, and proposals for contraction or expansion of the Historic Districts be provided at the August 2 meeting. She asked **Staff Posternak** whether notices



would be mailed to the owners of properties proposed for addition to or removal from the Historic Districts, and **Staff Posternak** responded in the affirmative.

**Action:** Continue the public hearing to August 2 for review of the Appendices, maps, and proposals for contraction or expansion of the Historic Districts.

Simpson: Absent    McAllister: S/aye    Watts: M/aye    Jenny: aye

Ayes:                      Noes:                      Absent:                      Abstain:

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**Added Item:**        4232 & 4300 Grange Road, Santa Rosa (Bennett Valley)  
                                  AEX11-0013  
                                  Agricultural Building Permit Exemption Issued without Administrative Design Review (ADR) by the  
                                  Landmarks Commission; work has already been completed.

**Staff Posternak** asked the Commission whether they would like to review the work. The Commission indicated that if they have the authority to review the design of work completed under an Agricultural Building Permit Exemption, they would like to do so.

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## OTHER BUSINESS

### Reports from Commissioners

None

### Reports from Staff

**Staff Posternak** updated the Commission on the status of the projects under the TOT Advertising Fund. The Commission requested she ask Sonoma County libraries and museums to include on their website a link to the PRMD Historic Resources Website.

### Adjournment

The meeting was adjourned at 7:55 P.M.

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# Sonoma County Landmarks Commission MINUTES

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-7383 FAX (707) 565-8343

DATE: May 3, 2011

## ROLL CALL

### Commissioners

Commissioner Simpson  
Commissioner McAllister  
Commissioner Hines, Chair  
Commissioner Watts  
Commissioner Jenny

### Staff Members

Lisa Posternak

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## PRELIMINARY BUSINESS

5:00 P.M. Call to Order by Chair: 5:00 P.M.  
Roll Call by Staff: Commissioner Hines absent.  
Changes to Agenda: None  
Statements of Personal Contact/Conflict of Interest: None  
Public Appearances on Non-Agenda Items: None

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## REGULAR BUSINESS

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Item No. 1 Time: 5:05 P.M.

### Public Hearing

**Applicant:** Chris Martin  
**Env. Doc.:** Not Applicable

**File:** ADR11-0023  
**Staff:** Lisa Posternak

**Location:** 3616 Church Street, Occidental  
**APN:** 074-312-060

Supervisory District: 5

**Project Description:** Proposed demolition of Coy Barn in Occidental Historic District.

**Staff Presentation:**

**Staff Posternak** presented the proposed project and outlined the decisions to be made by the Landmarks Commission.

**Commission Questions of Staff:**

None

**Applicant Presentation:**

The Applicant stated he is the son-in-law of the property owner. The local fire department and neighbors have always been concerned about the barn because kids play in it. They re concerned about the potential for fire and the safety of kids. There is a potential for use of the property as a park, expansion of he farmer's market, theatre, playground, or dog park.

**Commission Questions of Applicant:**

**Commissioner McAllister** commented the barn is a significant historic resource per the report and is a hazard. The emergency project section of CEQA applies. The barn is more appalling in real life. Potential additional mitigation includes salvaging pieces of the old wood and selling it.

**Commissioner Watts** commented she visited the site and the barn is a hazard. She agrees the emergency project section of CEQA applies.

The **Applicant** stated he will take the barn down himself and will see what is worth salvaging. The siding is clear hart redwood; by the time it is taken down it would be brittle. He has an agreement with a demolition contractor to do the demolition in exchange for the wood.

**Commissioner Watts** commented she would make a finding the project is exempt from CEQA, and the Commission should have a conversation about mitigation measures.

**Commissioner Jenny** commented he agrees with the other Commissioners. The barn is too far gone and needs to be demolished. He asked if the Commission can require the wood be salvaged and used locally.

**Commissioner Simpson** commented she visited the site and agrees with the other Commissioners. Her gut wrenches over demolition by neglect of historic resources in Sonoma County. The Commission should grant the demolition permit. She asked what can be done to remember the structure. She suggested mitigation measures include as much wood as possible be salvaged, and all weather photos and a description of the barn be placed somewhere nearby.

**Commissioner Jenny** commented the education component is a good idea. **Commissioner Simpson** commented it is simple and affordable.

**Commissioner Watts** suggested paying tribute to the barn by using the name of the barn for the new use.

**Public Comment:**

None

**Commission Discussion:**

**Commissioner McAllister** commented the mitigation measures should be tied to a future building permit. **Commissioner Jenny** commented they should be tied to the land and future development.

**Action:** Find the Coy Barn is a significant historic resource; 2) find the proposed project is statutorily exempt from CEQA; 3) find demolition of the Coy Barn would have a significant adverse impact on historic resources; and 4) approve demolition of the barn with mitigation measures that include the requirement that future development on the site reference the design and architecture of the Coy Barn, and the wood is to be salvaged to the extent possible.

Simpson: aye      McAllister: S/aye      Hines: absent      Watts: M/aye      Jenny: aye

Ayes: 4

Noes: 0

Absent: 1

Abstain: 0

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**Item No. 2      Time: 5:35 P.M.**

**Public Hearing**

**Applicant:** Permit and Resource Management Department  
**Env. Doc.:** Not Applicable

**File:** Not Applicable  
**Staff:** Lisa Posternak

**Location:** Bodega & Duncans Mills Historic Districts  
**APN:** various

**Supervisory District:** 5

**Project Description:** Draft Design Guidelines for Bodega & Duncans Mills Historic Districts.

**Staff Presentation:**

None

**Commission Questions of Staff:**

None

***Bodega Historic District Design Guidelines***

**Applicant Presentation**

The **Consultant** presented a summary of the Design Guidelines.

**Commission Questions of Applicant:**

**Commissioner Watts** asked if the fire station was reviewed by the Landmarks Commission. **Staff Posternak** stated the Commission reviewed the project. The **Consultant** commented she does not agree with the design.

**Commissioner McAllister** commented the design guidelines for new construction should be differentiated and in a separate section from those for existing construction; and the design guidelines for contributing structures should be differentiated from those for non-contributing structures.

**Commissioner Simpson** commented that for the other design guidelines (Freestone & Occidental Historic Districts), the Commission requested the consultant try to make them "for the people". She asked the **Consultant** to make sure the design guidelines read as if one lived and/or worked there now. It would help the guidelines to not be a hindrance to the community.

**Commissioner Jenny** commented the historic context should be before the design guidelines.

**Commissioner McAllister** asked about the process - how does the community get involved, how much notice is there, and how involved does the community get. **Staff Posternak** responded to her questions.

**Commissioner Simpson** asked what is the recommendation for adjusting the boundary of the Historic District. The **Consultant** responded she will recommend a boundary change to exclude the properties along Salmon Creek Road from the District.

**Public Comment:**

David Ferrara

- he has restored and constructed new buildings in Duncans Mills
- one of these buildings went through design review
- Commission needs to decide about maximum heights or widths of buildings
- need to be clear about design guidelines versus Building Code requirements
- don't forget about cost
- don't over-regulate

**Commission Discussion:**

**Commissioner Simpson** explained Mr. Ferrara's concerns were also concerns of the Commission for the Freestone and Occidental Historic District documents. They are guidelines and recommendations, not requirements. She commented that where the Consultant can be specific about the applicable time period, please do so. Generic illustrations are a good idea. Before and after photos to show threats to historic integrity are a good idea. Include a discussion about use of the Historic Building Code.

**Commissioners McAllister** and **Simpson** commented there should be stronger language against vinyl windows.

**Commissioner Watts** had no comments.

**Commissioner Jenny** commented a discussion of why the design guidelines "a good thing" should be added, maybe as a preface or introduction.

**Commissioner McAllister** commented to provide clearer maps and an address key, aerial photograph, hand drawing, and side by side as in the Freestone and Occidental Historic Districts documents. She supports inclusion of the creamery in the Historic District. She likes the urban design character discussion containing succinct design guidelines to use.

**Commissioner McAllister** commented there is no order to the Bodega Historic District, and that is important. The funkiness of the town is appropriate. In some cases modernization or beautification is not appropriate.

**Commissioners McAllister** and **Jenny** commented the design guidelines should encourage use of authentic, natural, sustainable, locally sourced materials.

*Duncans Mills Historic District Design Guidelines*

**Applicant Presentation:**

The **Consultant** presented a summary of the Design Guidelines.

**Commission Questions of Applicant:**

None

**Public Comment:**

None

**Commission Discussion:**

**Commissioner McAllister** commented she has the same comments as she has for the Bodega document. Add road names, including Steelhead Boulevard, to the map. Add a design guideline about continuing to respect the original alleys and streets of the historic town. Duncans Mills has urban spaces, different from Bodega. The significant tree clusters on the north side of town should be retained.

**Action:** Return to the Landmarks Commission for review of the Historic District Design Guidelines documents revised per Commission comments.

Simpson: aye      McAllister: M/aye      Hines: absent      Watts: S/aye      Jenny: aye

Ayes: 4      Noes: 0      Absent: 1      Abstain: 0

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**OTHER BUSINESS**

**Reports from Commissioners**

None

**Reports from Staff**

None

**Minutes**

**Action:** Approve the minutes of March 1, 2011.

Simpson: aye      McAllister: M/aye      Hines: absent      Watts: S/aye      Jenny: aye

Ayes: 4      Noes: 0      Absent: 1      Abstain: 0

**Adjournment**

The time of meeting adjournment was not recorded.

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**DESIGN REVIEW RECORD OF ACTION SHEET  
(COMMENTS)**

**Applicant:** Landmarks Commission and PRMD  
**Address:** Various

**File:** DRH10-0002  
**Date:** October 6, 2010

**NOTE: THE APPLICANT IS URGED TO RESPOND UNDER EACH COMMENT AS TO HOW PLANS HAVE BEEN REVISED. IF A RECOMMENDED CHANGE IS NOT MADE, PLEASE INDICATE WHY. PLEASE SUBMIT YOUR RESPONSES WITH PLANS FOR FINAL DESIGN REVIEW.**

SITE PLAN

1.

Response: \_\_\_\_\_

2.

Response: \_\_\_\_\_

3.

Response: \_\_\_\_\_

ARCHITECTURE

1.

Response: \_\_\_\_\_

2.

Response: \_\_\_\_\_

3.

Response: \_\_\_\_\_

LANDSCAPE ARCHITECTURE

1.

Response: \_\_\_\_\_

2.

Response: \_\_\_\_\_

3.

Response: \_\_\_\_\_



SIGNS

1.

Response: \_\_\_\_\_

2.

Response: \_\_\_\_\_

3.

Response: \_\_\_\_\_

OTHER

1.

Response: \_\_\_\_\_

2.

Response: \_\_\_\_\_

3.

Response: \_\_\_\_\_

**DRC Meeting Notes**  
**Freestone and Occidental Historic District Design Guidelines**  
**October 6, 2010**

- see notes in documents in addition to the comments below
- indicate the total number of contributory and non-contributory properties in the text
- correspond the property numbers on the District Map with the property numbers on the list in the Appendix
- don't use color to differentiate between contributory and non-contributory properties
- use better titles for the Maps in Appendices A & C
- consistently number all pages in the document
- on the Primary Record indicate whether the property is contributory or non-contributory
- Executive Summary - significantly reduce the text; revise to explain how the document is organized, how the document is to be used, and what the document contains
- put the FAQs before the Introduction
- consider dividing into sections "Design Guidelines for Existing Buildings" & "Design Guidelines for New Buildings"
- lighting for residential and commercial buildings is the same, so consider combining
- address temporary lighting displays
- design guidelines for New Buildings apply to additions as well
- "4.0 Design Guidelines for The \_\_\_\_\_ Historic District" encompasses too much - remove the FAQs and the "Description and Overview of the \_\_\_\_\_ Historic District"
- consider putting "3.0 Historic Context" and "Description and Overview of the \_\_\_\_\_ Historic District" in one section
- consider combining the design guidelines for Existing Residential and Commercial Buildings - all guidelines except for Storefronts and Signage apply across the board
- prepare a flow chart on how to effectively use the document (Step 1 - go to map on page X to find out whether your property is contributory or non-contributory; Step 2 - go to the Primary Record and the BSO if available in Appendix X; Step 3 - determine whether your project is a remodel, addition, or new building, etc.
- in the "Process" section direct the reader to Definitions
- see deleted text on page 39 of Occidental Historic District document



**DESIGN REVIEW RECORD OF ACTION SHEET  
(COMMENTS)**

**Applicant:** County of Sonoma  
**Address:** Various

**File:** ZCE11-0011 and ZCE11-0012  
**Date:** October 19, 2011

**NOTE: THE APPLICANT IS URGED TO RESPOND UNDER EACH COMMENT AS TO HOW THE DOCUMENT HAS BEEN REVISED. IF A RECOMMENDED CHANGE IS NOT MADE, PLEASE INDICATE WHY. PLEASE SUBMIT YOUR RESPONSES WITH THE DOCUMENT REVISIONS FOR FINAL DESIGN REVIEW IF NECESSARY.**

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**PROPOSED HISTORIC RESOURCE AND DESIGN GUIDELINES  
FOR DUNCAN'S MILLS AND TOWN OF BODEGA**

If the document is supposed to function as a traditional design guideline tool for the Design Review Committee to utilize, in addition to the Landmarks Commission, then the document needs to be revised so that it functions more like a design guideline document. For example, extraneous and duplicated information should either be eliminated or relocated to the end of the document. The front portion of the document needs to be more simple and clear about what the design guidelines are perhaps in a bullet-pointed style under each specific design item. Reference can be made at the front portion of the document to the more detailed and pertinent historical information located at the rear portion of the document.

Alternately, the document can serve solely as an historical resource document for the Landmarks Committee and the applicant with no reference to "Design Guidelines". Design Guidelines are traditionally used by the Design Review Committee and the applicant to provide direction on all aspects of site design vs. limited direction that focuses more specifically on the historic context of an area. If the final document more specifically focuses on the historic aspects of Duncan's Mills and the Town of Bodega, we suggest that the document should be renamed to "Town of Bodega and Duncan's Mills Historic Reference Guidelines".

Resolution Number

County of Sonoma  
Santa Rosa, California

June 7, 2012  
ZCE11-0009 Lisa Posternak

**RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA; AND ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE FREESTONE HISTORIC DISTRICT.**

WHEREAS, the Board of Supervisors adopted Ordinance No. 1849 establishing the Freestone Historic District on December 17, 1974; and

WHEREAS, the Board of Supervisors adopted the "Design Review Policy Guidelines for the Freestone Historic District" on November 21, 1974; and

WHEREAS, in 2010 the Landmarks Commission determined the current Design Guidelines for the Freestone Historic District are inadequate because they do not incorporate an historic context statement for the District, do not identify contributory and non-contributory structures, do not include the Secretary of the Interior's Standards for the Treatment of Historic Properties, do not include clear standards in sufficient detail on all aspects of design or include adequate illustrations; and determined the Design Guidelines for the Freestone Historic District should be updated to incorporate the above information; and

WHEREAS, the Permit and Resource Management Department proposes updated Design Guidelines for the Freestone Historic District; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Freestone Historic District would help protect and preserve the historic character and resources of Freestone.
2. The proposed Design Guidelines for the Freestone Historic District are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
3. The proposed Design Guidelines for the Freestone Historic District are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design

Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; and adopt the proposed Design Guidelines for the Freestone Historic District.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:      Noes:      Absent:      Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

Resolution Number

County of Sonoma  
Santa Rosa, California

June 7, 2012  
ZCE11-0010 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA, AND ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE OCCIDENTAL HISTORIC DISTRICT.

WHEREAS, the Board of Supervisors adopted Ordinance No. 2611 establishing the Occidental Historic District on March 4, 1980; and

WHEREAS, the Board of Supervisors adopted the "Occidental Town Study Preliminary Report" on December 17, 1974 ; and

WHEREAS, in 2010 the Landmarks Commission determined the current Design Guidelines for the Occidental Historic District are inadequate because they do not incorporate an historic context statement for the District, do not identify contributory and non-contributory structures, do not include the Secretary of the Interior's Standards for the Treatment of Historic Properties, do not include clear standards in sufficient detail on all aspects of design or include adequate illustrations; and determined the Design Guidelines for the Occidental Historic District should be updated to incorporate the above information; and

WHEREAS, the Permit and Resource Management Department proposes updated Design Guidelines for the Occidental Historic District; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Occidental Historic District would help protect and preserve the historic character and resources of Occidental.
2. The proposed Design Guidelines for the Occidental Historic District are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
3. The proposed Design Guidelines for the Occidental Historic District are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design

Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; and adopt the proposed Design Guidelines for the Occidental Historic District.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_; and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:      Noes:      Absent:      Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



Resolution Number

County of Sonoma  
Santa Rosa, California

June 7, 2012  
ZCE11-0011 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA, AND ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE BODEGA HISTORIC DISTRICT, AND APPROVE AMENDMENT OF THE BOUNDARY OF THE BODEGA HISTORIC DISTRICT BY REMOVING THE HISTORIC DISTRICT (HD) ZONING DESIGNATION FROM SIX PARCELS (APN 103-130-008, -010, -012, -013, -015, -016).

WHEREAS, the Board of Supervisors adopted Ordinance No. 3217 establishing the Bodega Historic District on October 31, 1983; and

WHEREAS, the Board of Supervisors has not adopted Design Guidelines for the Bodega Historic District; and

WHEREAS, in 2011 the Landmarks Commission determined Design Guidelines should be prepared for the Bodega Historic District; and

WHEREAS, the Permit and Resource Management Department proposes new Design Guidelines for the Bodega Historic District; and

WHEREAS, the consultant who prepared the Design Guidelines for the Bodega Historic District recommends the boundary of the Bodega Historic District be modified to exclude eight parcels; and

WHEREAS, the Permit and Resource Management Department recommends the boundary of the Bodega Historic District be modified to exclude six of the eight parcels located at 352 Salmon Creek Road, Bodega (APN 103-130-008); 330 Salmon Creek Road, Bodega (APN103-130-010); 544 Salmon Creek Road, Bodega (APN103-130-012); 550 Salmon Creek Road, Bodega (APN103-130-013); 320 Salmon Creek Road, Bodega (APN103-130-015); and 310 Salmon Creek Road, Bodega (APN103-130-016); and

WHEREAS, in order for a parcel to be removed from an Historic District, the HD (Historic District) overlay zoning must be removed from the affected parcels within the Historic District; and

WHEREAS, the map of the contracted Bodega Historic District is attached as Exhibit "A" and

WHEREAS, the Permit and Resource Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The adoption of the proposed Design Guidelines for the Bodega Historic District would help protect and preserve the historic character and resources of Bodega.
2. The proposed Design Guidelines for the Bodega Historic District are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.
3. The proposed Design Guidelines for the Bodega Historic District are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.
4. Removal of the HD zoning designation from six parcels in the Bodega Historic District would not have a significant, adverse impact on the historic character, resources, or integrity of the Historic District because existing development on these six properties is, and future development on these properties would not be, visually related to existing and future development in the main portion of the Bodega Historic District.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; adopt the proposed Design Guidelines for the Bodega Historic District; amend the boundary of the Bodega Historic District consistent with Exhibit "A", and by separate action approve an Ordinance for a Zone Change to the aforementioned parcels.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

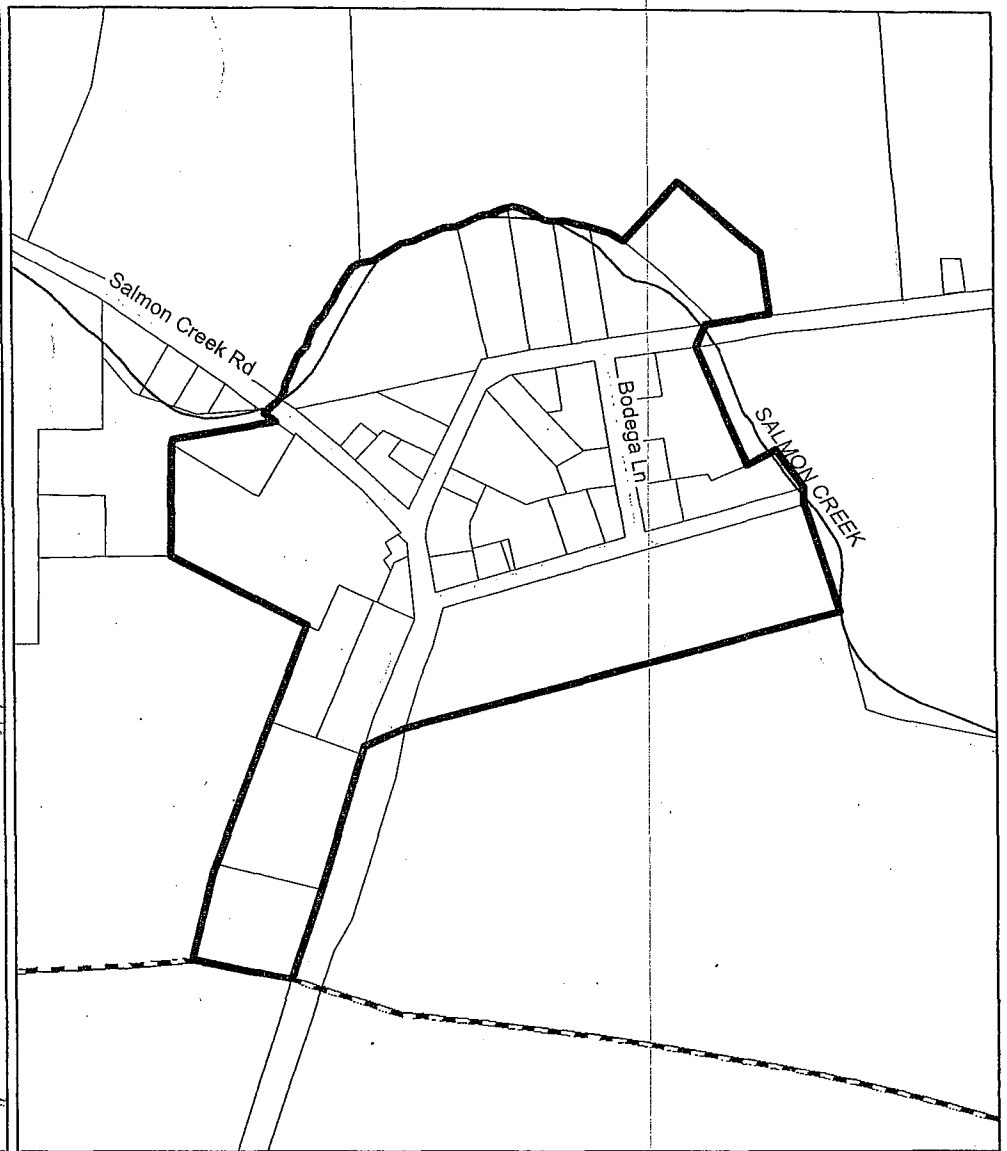
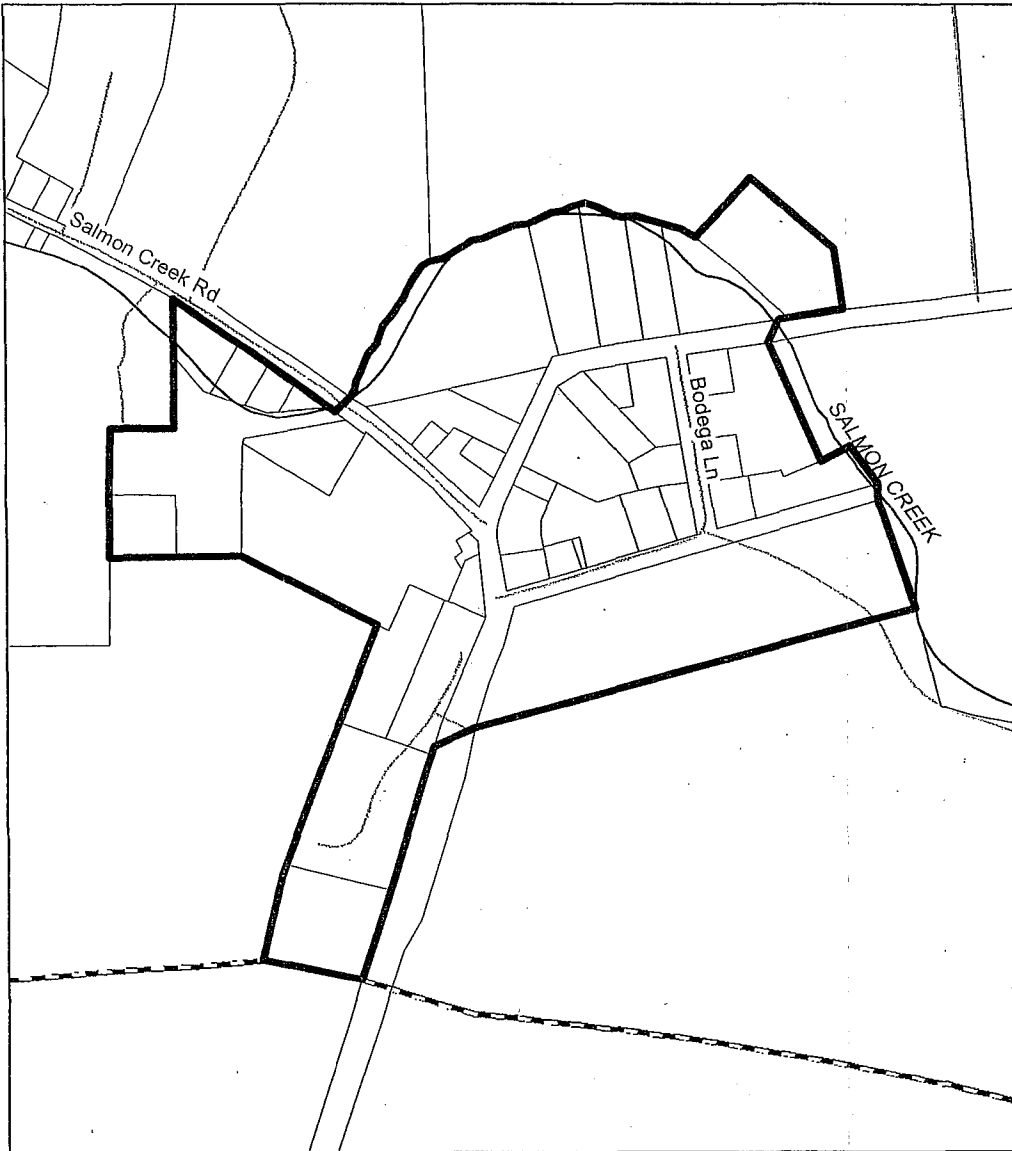
Ayes:      Noes:      Absent:      Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and







SO ORDERED.

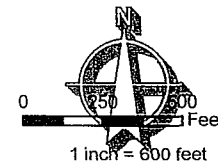
# Existing Bodega Historic District

# Proposed Bodega Historic District



## Legend

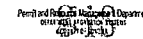
-  Bodega Historic District Boundary
-  Street
-  Assessor Parcels
-  Perennial
-  Coastal Commission Boundary
-  Intermittent



FILE: ZCE 11-0012  
 AP #: Various  
 Resolution No.

Permit and Resource Management Department  
 Project Review Section

2550 Ventura Avenue, Santa Rosa, CA 95403  
 (707) 565-1965 Fax (707) 565-1103



Resolution Number

County of Sonoma  
Santa Rosa, California

June 7, 2012  
ZCE11-0012 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA, AND ADOPT THE PROPOSED DESIGN GUIDELINES FOR THE DUNCANS MILLS HISTORIC DISTRICT, AND APPROVE AMENDMENT OF THE BOUNDARY OF THE DUNCANS MILLS HISTORIC DISTRICT BY ADDING HISTORIC DISTRICT (HD) ZONING DESIGNATION TO TWO PARCELS (APN 096-170-006 & APN 096-170-007).

WHEREAS, the Board of Supervisors adopted Ordinance No. 2949 establishing the Duncans Mills Historic District on March 2, 1982; and

WHEREAS, the Board of Supervisors has not adopted Design Guidelines for the Duncans Mills Historic District; and

WHEREAS, in 2011 the Landmarks Commission determined Design Guidelines should be prepared for the Duncans Mills Historic District; and

WHEREAS, the Permit and Resource Management Department proposes new Design Guidelines for the Duncans Mills Historic District; and

WHEREAS, the consultant who prepared the Design Guidelines for the Duncans Mills Historic District recommended the boundary of the Duncans Mills Historic District be modified to include two additional parcels located at 23450 Moscow Road, Duncans Mills (APN 096-170-006) and 25150 Steelhead Boulevard, Duncans Mills (APN 096-170-007); and

WHEREAS, the Permit and Resource Management Department proposes to change the boundary of the Duncans Mills Historic District based on the recommendation of said consultant; and

WHEREAS, in order for a parcel to be added to an Historic District, the HD (Historic District) overlay zoning must be added to the affected parcels within the expanded Historic District; and

WHEREAS, the map of the expanded Duncans Mills Historic District is attached as Exhibit "A"; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following

EXHIBIT H

findings:

1. The adoption of the proposed Design Guidelines for the Duncans Mills Historic District would help protect and preserve the historic character and resources of Duncans Mills.
2. ~~The proposed Design Guidelines for the Duncans Mills Historic District are consistent with the goals, objectives, and policies of the Sonoma County General Plan because they would help protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and help conserve and preserve historic structures and buildings.~~
3. The proposed Design Guidelines for the Duncans Mills Historic District are exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as they do not constitute a project which has the potential to cause a significant effect on the environment. The Design Guidelines are intended to provide for the protection and preservation of the historic character and resources of the Historic District.
4. The proposed addition of HD (Historic District) zoning to the aforementioned two parcels would help further protect and preserve the historic character and resources of Duncans Mills.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; adopt the proposed Design Guidelines for the Duncans Mills Historic District; amend the boundary of the Duncans Mills Historic District consistent with Exhibit "A"; and by separate action approve an Ordinance for a Zone Change to the aforementioned two parcels.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

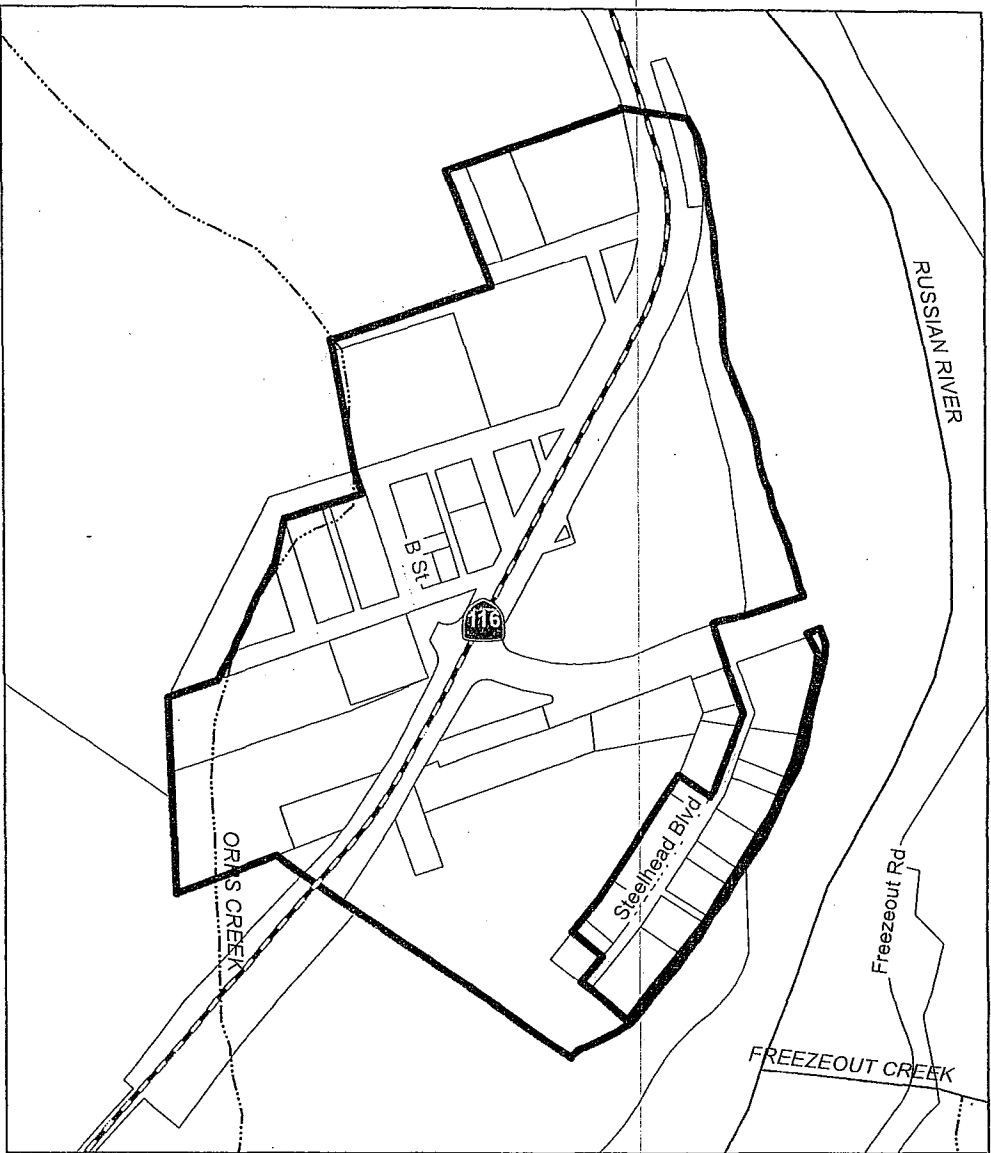
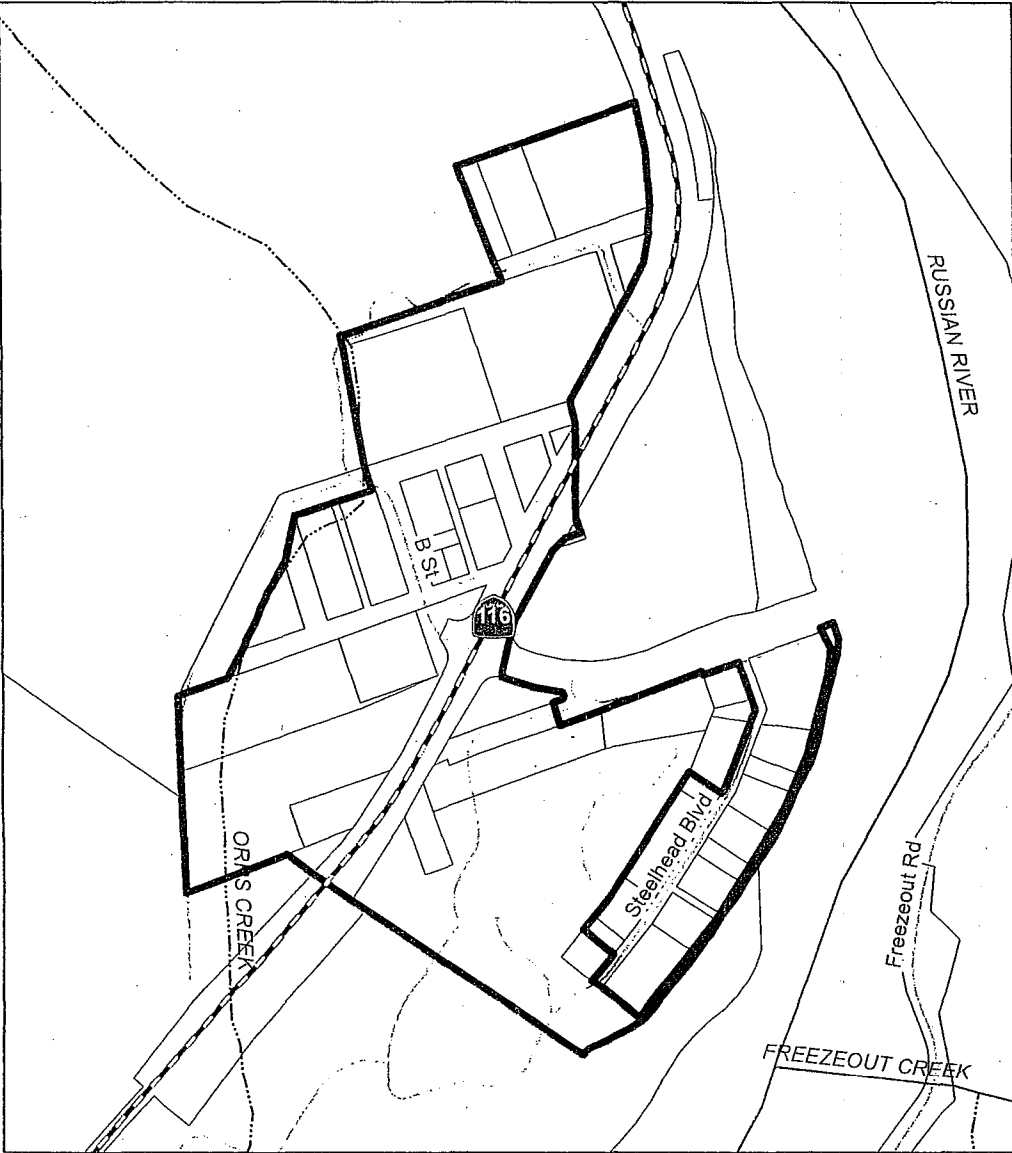
Ayes:      Noes:      Absent:      Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and







SO ORDERED.

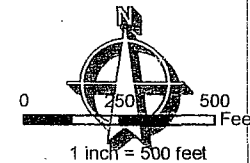
# Existing Duncans Mills Historic District

# Proposed Duncans Mills Historic District



## Legend

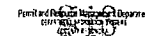
-  Duncans Mills Historic District Boundary
-  Assessor Parcels
-  Street
-  Highways
-  Perennial
-  Intermittent



FILE: ZCE 11-0011  
 AP #: Various  
 Resolution No.

Permit and Resource Management Department  
 Project Review Section

2550 Ventura Avenue, Santa Rosa, CA 95403  
 (707) 565-1965 Fax (707) 565-1103



Resolution Number

County of Sonoma  
Santa Rosa, California

June 7, 2012  
ZCE11-0009 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA, AND APPROVE AMENDMENT OF ARTICLE 68 OF CHAPTER 26 OF THE SONOMA COUNTY CODE TO INCORPORATE THE FREESTONE, OCCIDENTAL, AND BODEGA HISTORIC DISTRICT DESIGN GUIDELINES BY REFERENCE.

WHEREAS, the Permit and Resource Management Department proposes to amend Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Design Guidelines for the Freestone, Occidental, and Bodega Historic Districts by reference; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone, Occidental, and Bodega Historic District Design Guidelines by reference would allow the Design Guidelines to be used to protect and preserve the historic character and resources of Freestone, Occidental, Bodega, and Duncans Mills.
2. The proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone, Occidental, and Bodega Historic District Design Guidelines by reference is consistent with the goals, objectives, and policies of the Sonoma County General Plan because it would allow the Design Guidelines to be used to protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and conserve and preserve historic structures and buildings.
3. The proposed amendment of Article 68 of Chapter 26 of the Sonoma County Code to incorporate the Freestone, Occidental, and Bodega Historic District Design Guidelines by reference is exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as it does not constitute a project which has the potential to cause a significant effect on the environment.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; and amend Article 68 of Chapter 26 of the Sonoma County Code to incorporate these Historic District Design Guidelines by reference.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:        Noes:        Absent:        Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



Resolution Number

County of Sonoma  
Santa Rosa, California

June 7, 2012  
ZCE11-0012 Lisa Posternak

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING THE BOARD OF SUPERVISORS FIND THE PROJECT TO BE EXEMPT FROM CEQA, AND APPROVE AMENDMENT OF ARTICLE 24 OF CHAPTER 26C OF THE SONOMA COUNTY CODE TO INCORPORATE THE DUNCANS MILLS HISTORIC DISTRICT DESIGN GUIDELINES BY REFERENCE.

WHEREAS, the Permit and Resource Management Department proposes to amend Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Design Guidelines for the Duncans Mills Historic Districts by reference; and

WHEREAS, the Permit Resource and Management Department determined that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the state CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on June 7, 2012, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference would allow the Design Guidelines to be used to protect and preserve the historic character and resources of Duncans Mills.
2. The proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference is consistent with the goals, objectives, and policies of the Sonoma County General Plan because it would allow the Design Guidelines to be used to protect and preserve significant historical sites that represent the ethnic, cultural, and economic groups that have lived and worked in Sonoma County; and conserve and preserve historic structures and buildings.
3. The proposed amendment of Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference is exempt from the provisions of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), as it does not constitute a project which has the potential to cause a significant effect on the environment.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA; and amend Article 24 of Chapter 26C of the Sonoma County Code to incorporate the Duncans Mills Historic District Design Guidelines by reference.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary of the Planning Commission as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner \_\_\_\_\_, who moved its adoption, seconded by Commissioner \_\_\_\_\_, and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:        Noes:        Absent:        Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

## ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY FROM THE RRD, B6-10, BR HD DISTRICTS TO THE RRD, B6-10, BR DISTRICTS FOR 6.05 ACRES LOCATED AT 352 SALMON CREEK ROAD, BODEGA, APN 103-130-008; 330 SALMON CREEK ROAD, BODEGA, APN 103-130-010; 544 SALMON CREEK ROAD, BODEGA, APN 103-130-012; 550 SALMON CREEK ROAD, BODEGA, APN 103-130-013; AND 310 SALMON CREEK ROAD, BODEGA, APN 103-130-016; AND BY RECLASSIFYING CERTAIN REAL PROPERTY FROM THE RRD, B6-10, HD DISTRICTS TO THE RRD, B6-10 DISTRICT FOR 1.00 ACRES LOCATED AT 320 SALMON CREEK ROAD, BODEGA, APN 103-130-015.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property:

1. From the RRD (Resources and Rural Development), B6-10 acre density, BR (Biotic Resources), HD (Historic District) to the RRD (Resources and Rural Development), B6-10 acre density, BR (Biotic Resources) zoning districts for 0.36 acres located north of Salmon Creek and south of Salmon Creek Road, about 688 feet northwest of the Salmon Creek Road/Bodega Highway intersection, also known as 352 Salmon Creek Road, Bodega, APN 103-130-008. File No. ZCE11-0011. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. \_\_\_\_\_.
2. From the RRD (Resources and Rural Development), B6-10 acre density, BR (Biotic Resources), HD (Historic District) to the RRD (Resources and Rural Development), B6-10 acre density, BR (Biotic Resources) zoning districts for 0.25 acres located north of Salmon Creek and south of Salmon Creek Road, about 495 feet northwest of the Salmon Creek Road/Bodega Highway intersection, also known as 330 Salmon Creek Road, Bodega, APN 103-130-010. File No. ZCE11-0011. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. \_\_\_\_\_.
3. From the RRD (Resources and Rural Development), B6-10 acre density, BR (Biotic Resources), HD (Historic District) to the RRD (Resources and Rural Development), B6-10 acre density, BR (Biotic Resources) zoning districts for 0.41 acres located north of Salmon Creek and south of Salmon Creek Road, about 792 feet northwest of the Salmon Creek Road/Bodega Highway intersection, also known as 544 Salmon Creek Road, Bodega, APN 103-130-012. File No. ZCE11-0011. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. \_\_\_\_\_.
4. From the RRD (Resources and Rural Development), B6-10 acre density, BR (Biotic Resources), HD (Historic District) to the RRD (Resources and Rural Development), B6-10 acre density, BR (Biotic Resources) zoning districts for 1.05 acres located north of Salmon Creek and south of Salmon Creek Road, about 765 feet northwest of the Salmon Creek Road/Bodega Highway intersection, also known as 550 Salmon Creek Road, Bodega, APN 103-130-013. File No. \_\_\_\_\_.

ZCE11-0011. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. \_\_\_\_\_.

5. From the RRD (Resources and Rural Development), B6-10 acre density, BR (Biotic Resources), HD (Historic District) to the RRD (Resources and Rural Development), B6-10 acre density, BR (Biotic Resources) zoning districts for 3.98 acres located south of Salmon Creek, about 542 feet northwest of the Salmon Creek Road/Bodega Highway intersection, also known as 310 Salmon Creek Road, Bodega, APN103-130-016. File No. ZCE11-0011. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. \_\_\_\_\_.
6. From the RRD (Resources and Rural Development), B6-10 acre density, HD (Historic District) to the RRD (Resources and Rural Development), B6-10 acre density zoning districts for 1.00 acres located about 542 feet southwest of where Salmon Creek Road crosses Salmon Creek, also known as 320 Salmon Creek Road, Bodega, APN103-130-015. File No. ZCE11-0011. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. \_\_\_\_\_.

SECTION II: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

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

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED

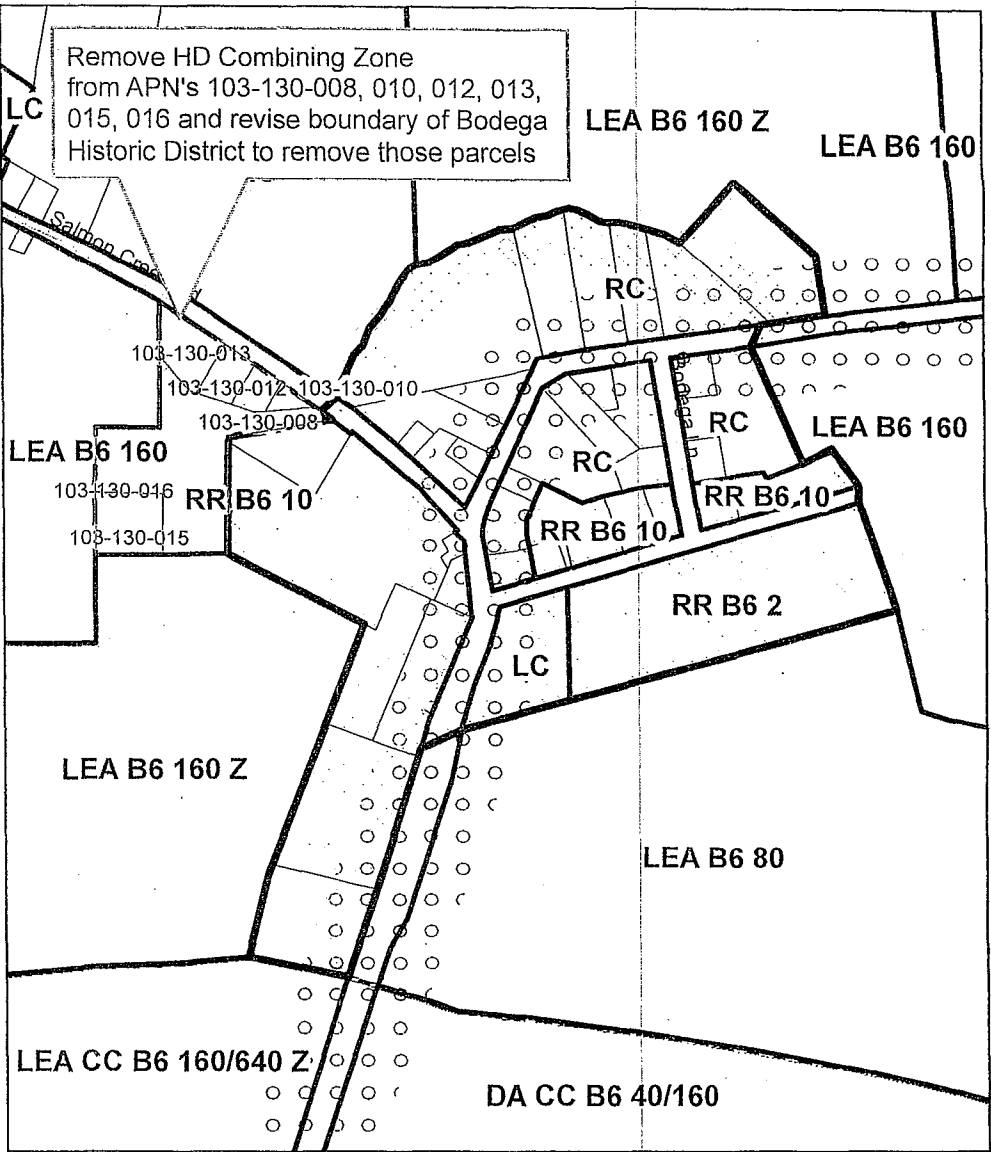
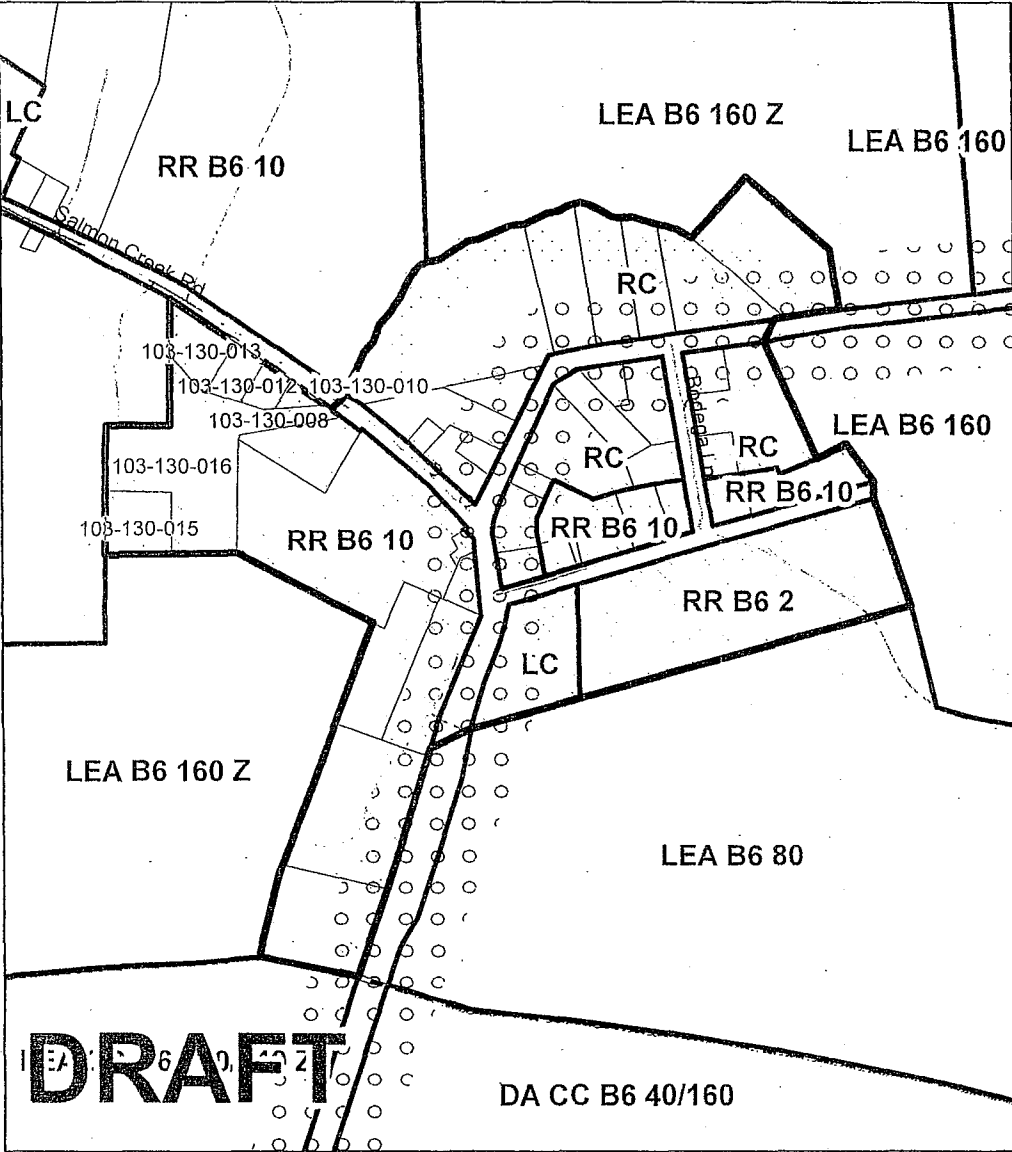
\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Veronica A. Ferguson  
Clerk of the Board of Supervisors

# Existing Zoning

# Proposed Zoning



**DRAFT**

### Base Map Data

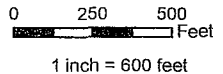
- Proposed Rezone
- Basezoning by Area
- Highways
- Intermittent Stream
- Perennial Stream

### Zoning Combining Districts

- LU Policy
- AH Affordable Housing
- HD Historic District
- BR Biotic Resource
- SD Scenic Design
- SR Scenic Resource
- VOH Valley Oak Habitat
- MR Mineral Resource

- G Geologic Hazard
- F2 Floodplain
- F1 Floodway

File No.: ZCE 11-0012  
A. P. Nos. 103-130-008, 010, 012, 013, 015, 016



Permit and Resource Management Department  
Project Review Section

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1965 Fax (707) 565-1103

## ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE BY SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY FROM THE RRD, CC, B6-160/640, F1, F2, SR, VOH DISTRICTS TO THE RRD, CC, B6-160/640, F1, F2, HD, SR, VOH DISTRICTS FOR 7.18 ACRES LOCATED AT 23450 MOSCOW ROAD, DUNCANS MILLS, APN 096-170-006; AND BY RECLASSIFYING CERTAIN REAL PROPERTY FROM THE RRD, CC, B6-160/640, BR, F1, F2, SR, VOH DISTRICTS TO THE RRD, CC, B6-160/640, BR, F1, F2, HD, SR, VOH DISTRICTS FOR 2.68 ACRES LOCATED AT 23150 STEELHEAD BOULEVARD, DUNCANS MILLS, APN 096-170-007.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: The Official Zoning Database (OZD) of the County, adopted by reference by Section 26-02-110 of the Sonoma County Code, is amended by reclassifying the following real property:

1. From the RRD (Resources and Rural Development), CC (Coastal Combining, B6-160/640 acre density, F1 (Floodway Combining District), F2 (Floodplain Combining District), SR (Scenic Resource), VOH (Valley Oak Habitat) to the RRD (Resources and Rural Development), CC (Coastal Combining, B6-160/640 acre density, F1 (Floodway Combining District), F2 (Floodplain Combining District), HD (Historic District), SR (Scenic Resource), VOH (Valley Oak Habitat) zoning districts for 7.18 acres located west of the Russian River at the intersections of State Highway 116 with Steelhead Boulevard and Moscow Road, also known as 23450 Moscow Road, Duncans Mills, APN 096-170-006. File No. ZCE11-0012. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. \_\_\_\_\_.
2. From the RRD (Resources and Rural Development), CC (Coastal Combining), B6-160/640 acres density, BR (Biotic Resource), F1 (Floodway Combining District), F2 (Floodplain Combining District), SR (Scenic Resource), VOH (Valley Oak Habitat) to the RRD (Resources and Rural Development), CC (Coastal Combining, B6-160/640 acre density, BR (Biotic Resource), F1 (Floodway Combining District), F2 (Floodplain Combining District), RRD (Resources and Rural Development), SR (Scenic Resource), VOH (Valley Oak Habitat) zoning districts for 2.68 acres located west of the Russian River, spanning Moscow Road and State Highway 116 about 520 feet east of the Steelhead Boulevard/Moscow Road intersection, also known as 23150 Steelhead Boulevard, Duncans Mills, APN 096-170-007. File No. ZCE11-0012. The Director of the Permit and Resource Management Department is directed to reflect this amendment to the OZD of the County as shown on Sectional District Map No. \_\_\_\_\_.

SECTION II: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

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

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED

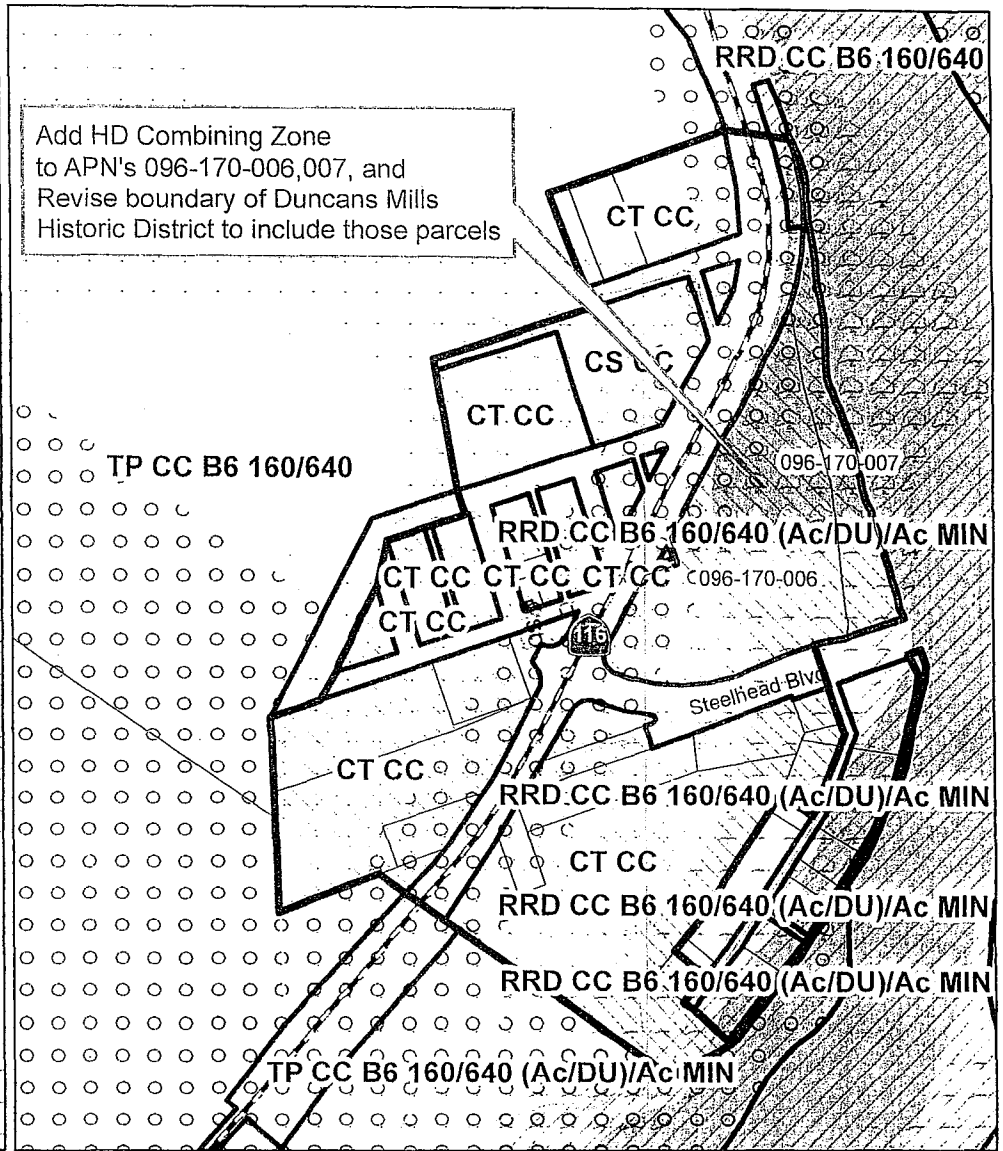
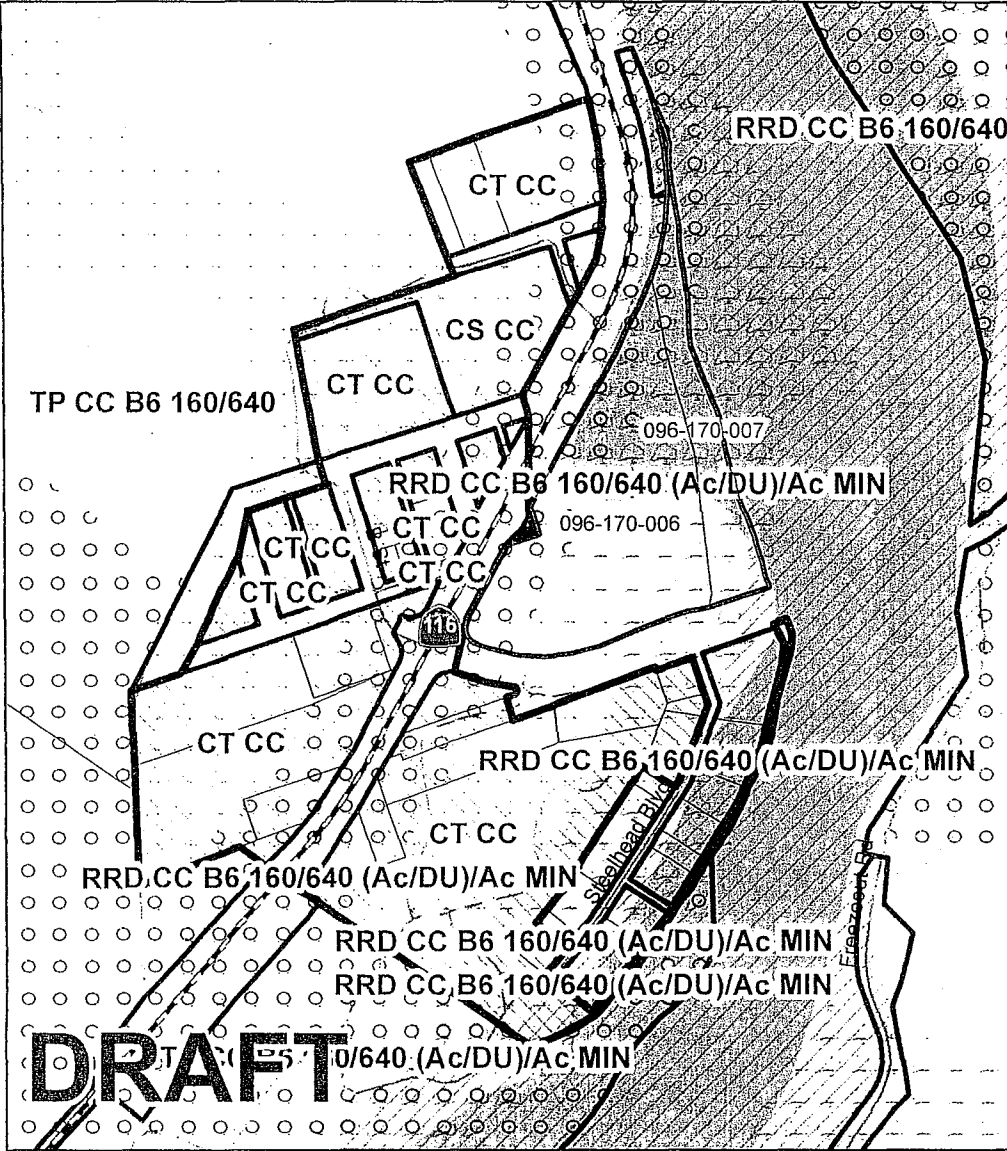
\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Veronica A. Ferguson  
Clerk of the Board of Supervisors

# Existing Zoning

# Proposed Zoning



## Base Map Data

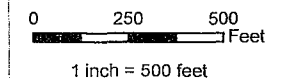
- Proposed Rezone
- Base zoning by Area
- Highways
- Intermittent Stream
- Perennial Stream

## Zoning Combining Districts

- LU Policy
- AH Affordable Housing
- HD Historic District
- BR Biotic Resource
- SD Scenic Design
- SR Scenic Resource
- VOH Valley Oak Habitat
- MR Mineral Resource

- G Geologic Hazard
- F2 Floodplain
- F1 Floodway

File No.: ZCE 11-0011  
A. P. Nos. 096-170-006, 007



Permit and Resource Management Department  
Project Review Section

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1965 Fax (707) 565-1103



## ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING ARTICLE 68 OF CHAPTER 26 OF THE SONOMA COUNTY CODE TO INCORPORATE DESIGN GUIDELINES FOR THE FREESTONE, OCCIDENTAL, AND BODEGA HISTORIC DISTRICTS BY REFERENCE.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: Chapter 26 of the Sonoma County Code is amended to incorporate Design Guidelines for the Freestone, Occidental, and Bodega Historic Districts by reference by adding the text in underline to Article 68. - HD Historic Combining District:

Sec. 26-68-010. Designation of historic structures and historic districts.

Pursuant to the normal zoning procedures:

- (a) An individual structure or an integrated group of structures on a single lot or lots having special historical, architectural or aesthetic interest or value as a historic structure may be designated; and
- (b) An area having special historical, architectural or aesthetic interest or value as a historic district may be designated. Before creating a historic district the advice of local citizens and committees may be sought.

Sec. 26-68-020. Alterations of designated historic structures and new construction within a historic district.

No zoning permit authorizing alterations (including demolition) in the exterior of a structure within the boundaries of a historic district and no zoning permits authorizing construction of a new building within the boundaries of a historic district shall be granted unless approval has been granted by the county landmarks commission. Minor alterations may be reviewed and approved by staff in conformance with standards. In all cases where the request for a zoning permit involves demolition alone, however, the county landmarks commission shall take action on such request within six months of the date of application for the permit. It is not intended by this chapter to grant the county landmarks commission jurisdiction over zoning or use permit matters other than in the area of design review.

Sec. 26-68-025. Conformance with historic district design guidelines. Alterations to existing structures and construction of new structures within the following designated Historic Districts must be consistent with the Design Guidelines adopted by the Board of Supervisors:

1. Bodega Historic District Design Guidelines.
2. Freestone Historic District Design Guidelines.
3. Occidental Historic District Design Guidelines.

SECTION II: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

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

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Veronica A. Ferguson  
Clerk of the Board of Supervisors

## ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING ARTICLE 24 OF CHAPTER 26C OF THE SONOMA COUNTY CODE TO INCORPORATE DESIGN GUIDELINES FOR THE DUNCANS MILLS HISTORIC DISTRICT BY REFERENCE.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I: Chapter 26C of the Sonoma County Code is amended to incorporate Design Guidelines for the Duncans Mills Historic District by reference by adding the text in underline to Article 24. - HD Historic Combining District:

Section 26C-240. Designation of Historic Structures and Historic Districts.

Pursuant to the normal zoning procedures:

- (a) An individual structure or an integrated group of structures on a single lot or lots having special historical, architectural or aesthetic interest or value as a historic structure may be designated; and
- (b) An area having special historical, architectural or aesthetic interest or value as a historic district may be designated. Before creating a historic district the advice of local citizens and committees may be sought.

Section 26C-241. Alterations of Designated Historic Structures and New Construction within a Historic District.

No zoning permit authorizing alterations (including demolition) in the exterior of a structure within the boundaries of a historic district and no zoning permits authorizing construction of a new building within the boundaries of a historic district shall be granted unless approval has been granted by the County Landmarks Commission. Minor alterations may be reviewed and approved by staff in conformance with standards. In all cases where the request for a zoning permit involves demolition alone, however, the county landmarks commission shall take action on such request within six months of the date of application for the permit. It is not intended by this chapter to grant the county landmarks commission jurisdiction over zoning or use permit matters other than in the area of design review.

Conformance with Historic District Design Guidelines. Alterations to existing structures and construction of new structures within the following designated Historic Districts must be consistent with the Design Guidelines adopted by the Board of Supervisors:

1. Duncans Mills Historic District Design Guidelines.

SECTION II: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III: This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation, published in the County of Sonoma, State of

California.

In regular session of the Board of Supervisors of the County of Sonoma, passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Brown:          Rabbitt:          McGuire:          Carrillo:          Zane:

Ayes:          Noes:          Absent:          Abstain:

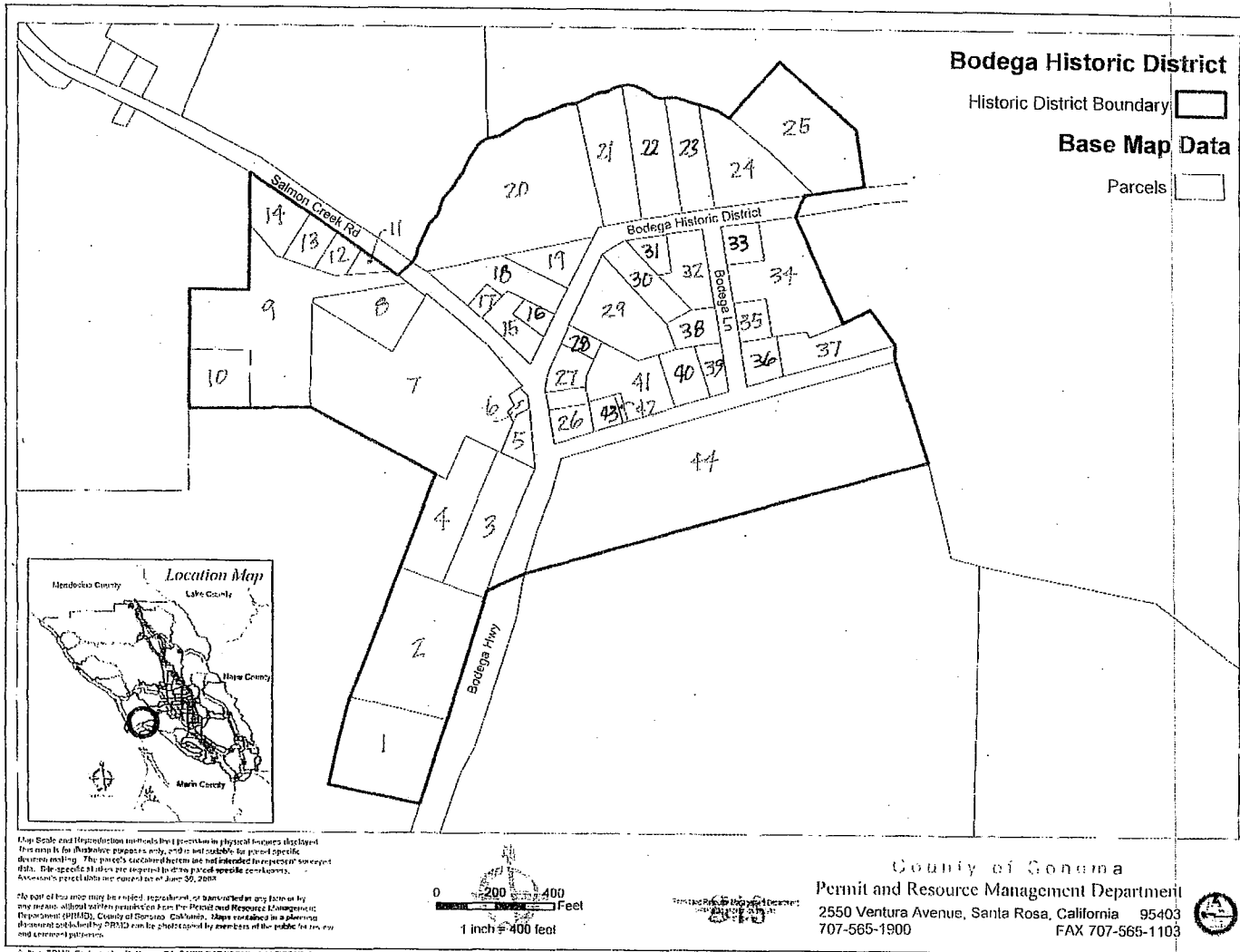
WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

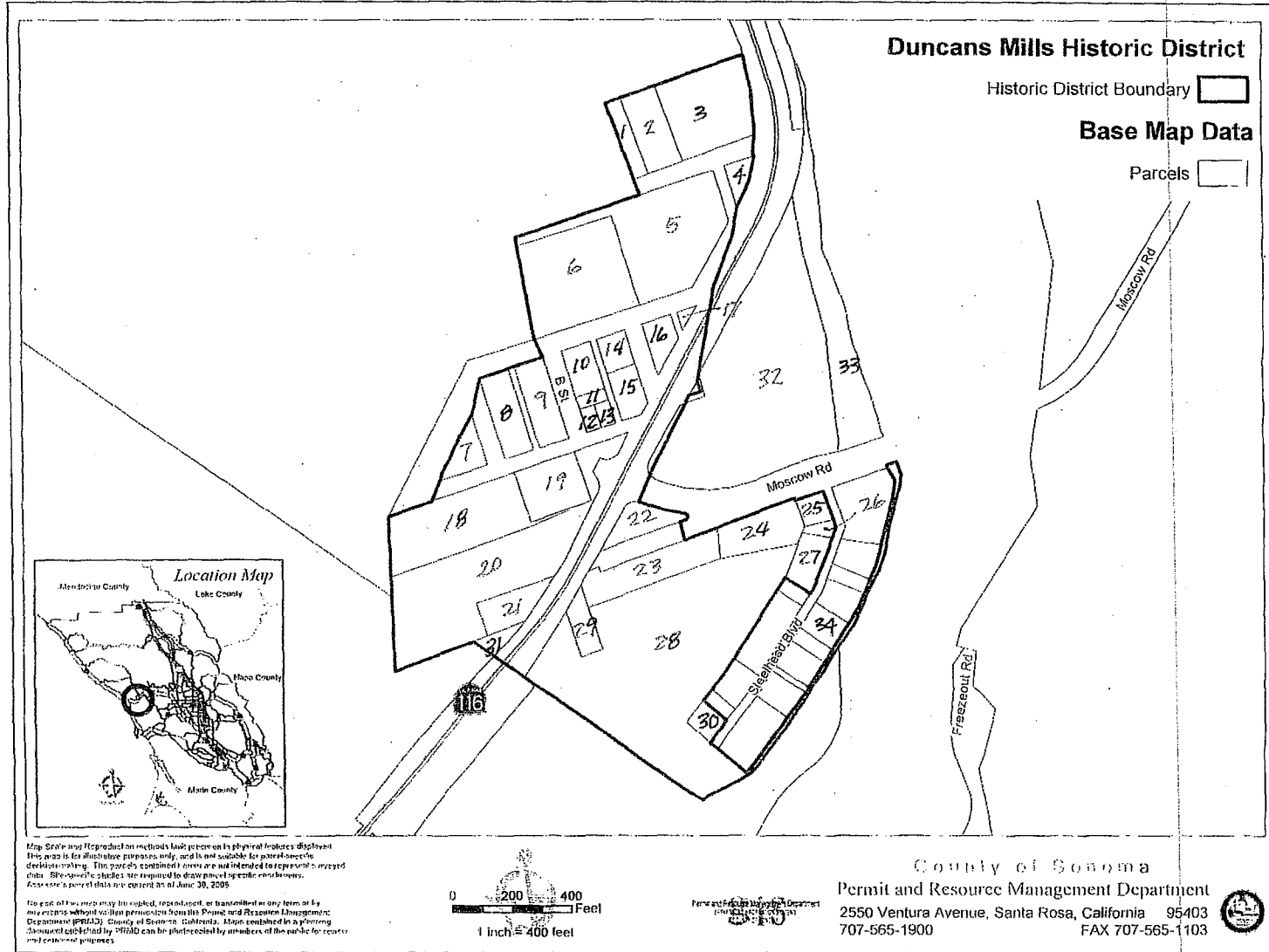
SO ORDERED

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Veronica A. Ferguson  
Clerk of the Board of Supervisors





Author: PRMD Cartography; D. Reimer File: S:\GIS\DATA\PRMD\_BASE\PRMD\ES\Project-Completion-Planning\Drawings and Data\_02/05/2005

## **EXHIBIT O:**

### **CD of Draft Historic District Design Guidelines**

Due to document length, CD distributed to each Board member separately.

A copy of the CD is On File with the Clerk.





# HISTORIC DISTRICT DESIGN GUIDELINES

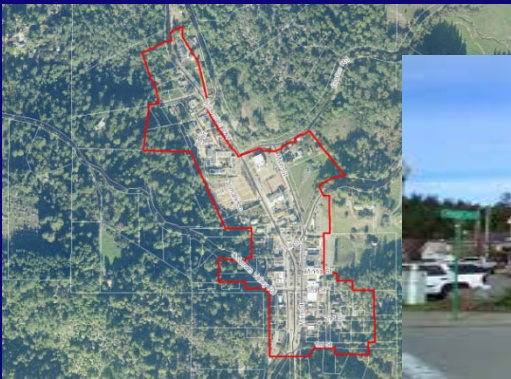
**Board of Supervisors**

**February 5, 2013**



# HISTORIC DISTRICT DESIGN GUIDELINES

- ❖ Freestone, Occidental, Bodega, Duncans Mills
- ❖ Amend Zoning Code to:
  - reference Historic District Design Guidelines
  - allow administrative approval for minor alterations
- ❖ Direction regarding Historic District boundary amendments



# HISTORIC DISTRICTS

## What is an Historic District?

- ❖ Designated area containing structures, sites, or objects of historic significance to county, state, or country.



# HISTORIC DISTRICTS

## What is the purpose of an Historic District?

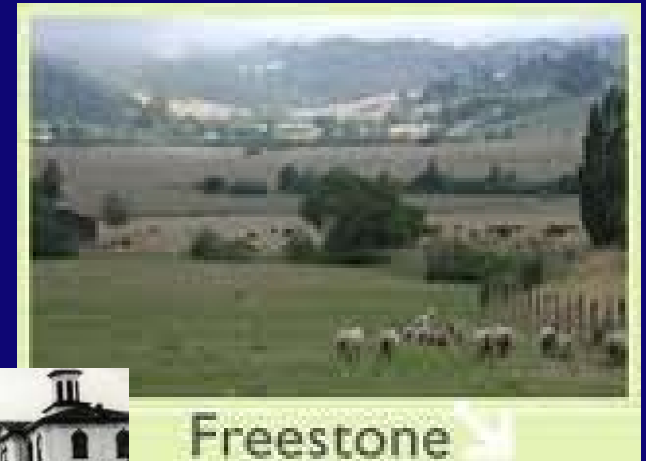
- ❖ Protect and preserve integrity of historic structures and sites and community identity.
- ❖ Zoning requires that Landmarks Commission review & approve project design.

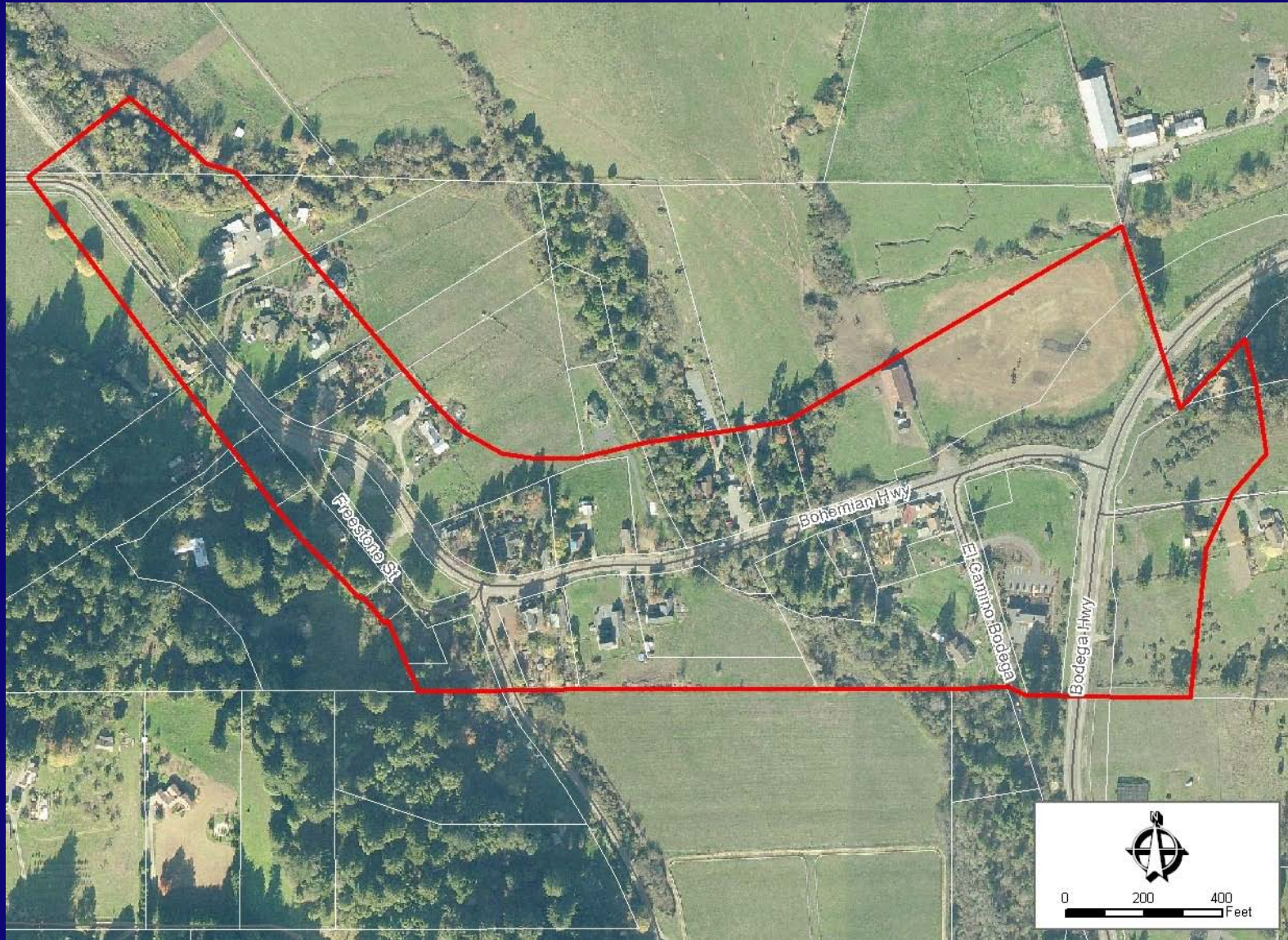


# HISTORIC DISTRICTS

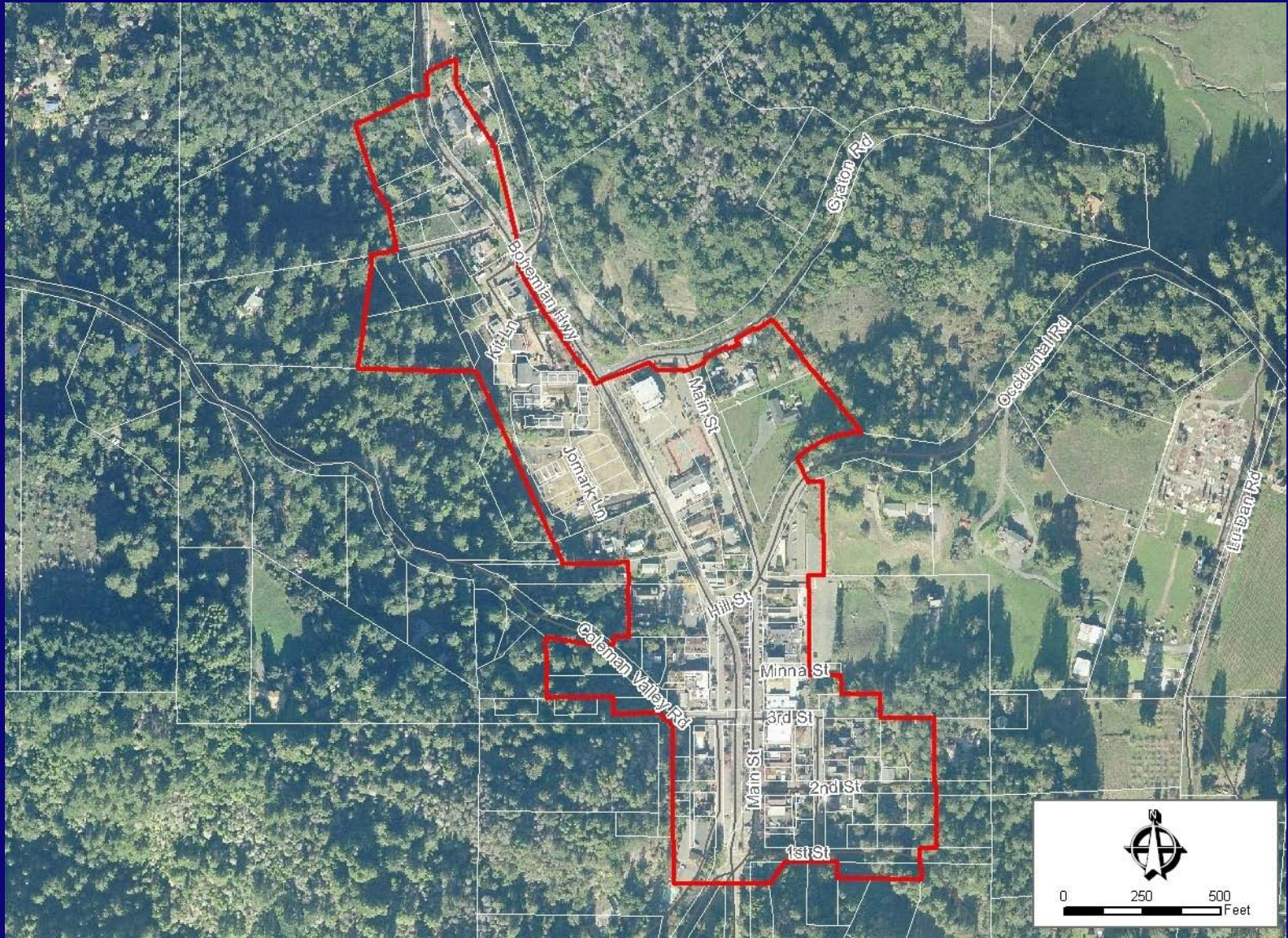
## What are the Sonoma County Historic Districts?

- ❖ Bodega 1983
- ❖ Duncans Mills 1982
- ❖ Freestone 1974
- ❖ Occidental 1980
- ❖ Penngrove 1984

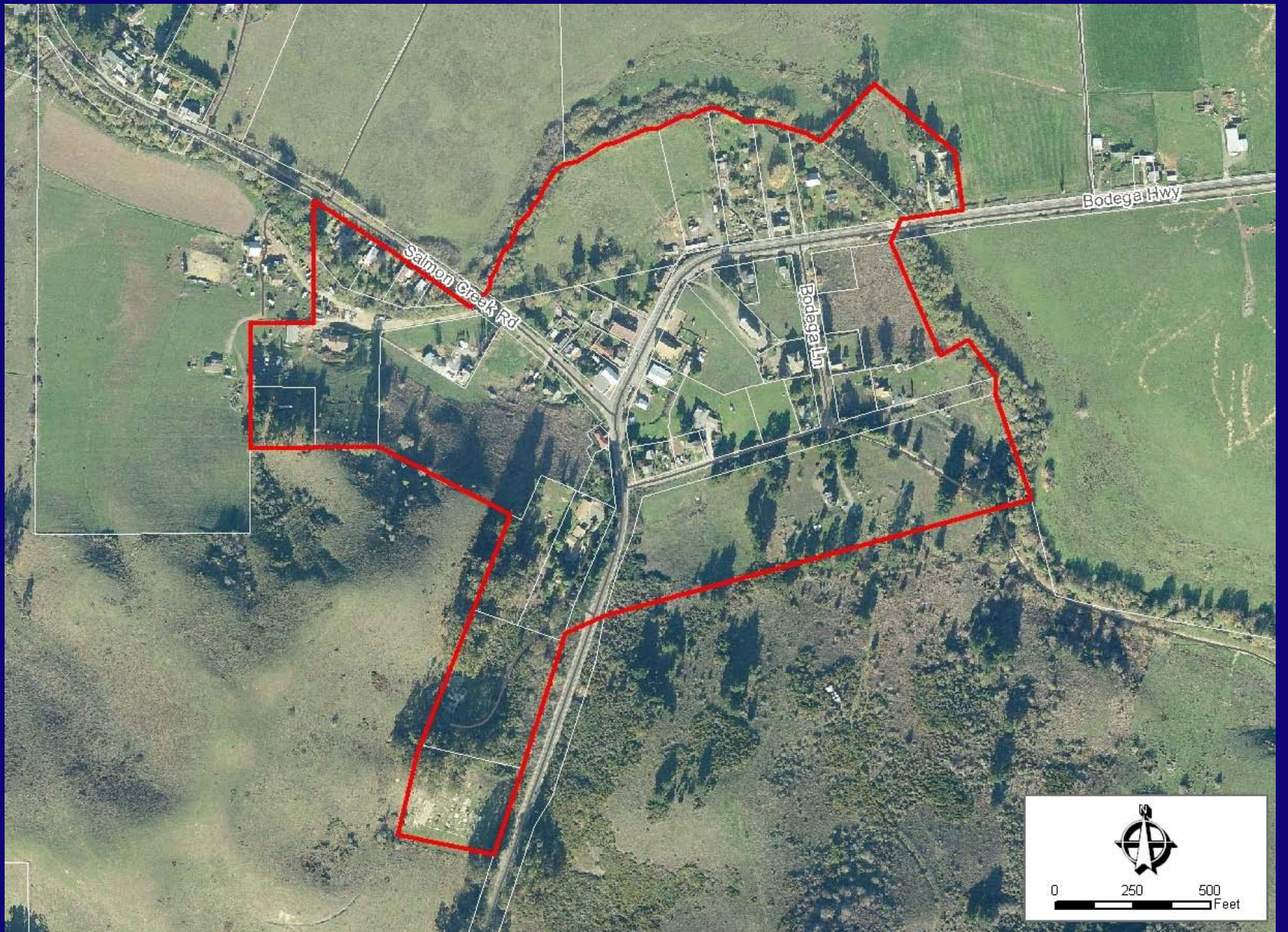




# Freestone Historic District



# Occidental Historic District



## Bodega Historic District

PRMD

ZCE11-0009 - 0012





## Duncans Mills Historic District

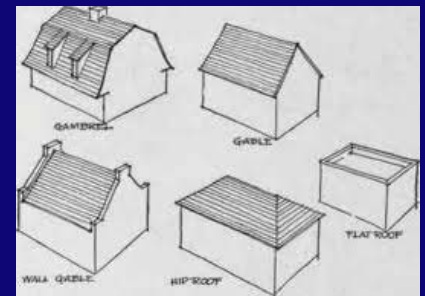
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# HISTORIC DISTRICT BOUNDARIES

## How is the Boundary of an Historic District Determined?

1. Establish Historic Context
2. Determine Period of Significance
3. Determine Areas of Significance



# HISTORIC DISTRICT BOUNDARIES

## How is the Boundary of an Historic District Determined?

4. Evaluate Whether Historic Properties Are Contributing or Non-Contributing
5. Map Locations of Properties



# HISTORIC DISTRICT BOUNDARIES

## How is the Boundary of an Historic District Determined?

### 6. Draw Appropriate Boundary Using Four Principles

#### ❖ **Properties Are Concentrated, Contiguous, and Associated:**

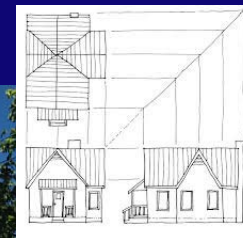
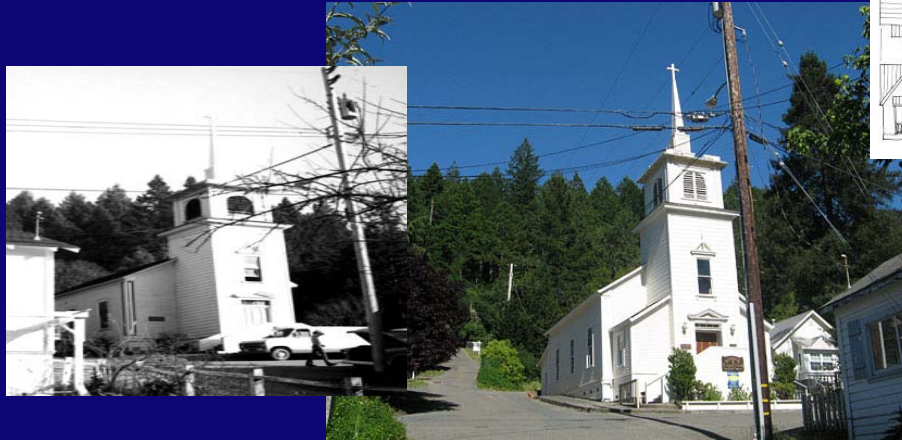
- ❖ occur in specific geographic area
- ❖ Period of Significance in common
- ❖ Areas of Significance in common
- ❖ substantially unchanged & retain integrity



# HISTORIC DISTRICT BOUNDARIES

## How is the Boundary of an Historic District Determined?

- ❖ **Properties Are Significant:**
  - ❖ for historical, archaeological, or cultural values
  - ❖ grouping of individual properties must be significant as a whole



# HISTORIC DISTRICT BOUNDARIES

## How is the Boundary of an Historic District Determined?

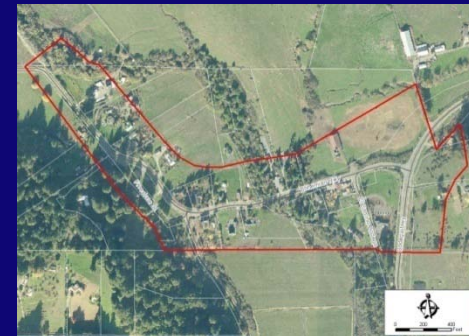
- ❖ **Types of Properties, Features, & Resources:**
  - ❖ wide variety
  - ❖ may lack individual distinction
  - ❖ may be Non-Contributing
  - ❖ about 60% should be Contributing



# HISTORIC DISTRICT BOUNDARIES

## How is the Boundary of an Historic District Determined?

- ❖ **Specific Geographical Boundary:**
  - ❖ based on shared relationship among properties
  - ❖ not limited by parcels or planning areas
  - ❖ distinguished from surrounding properties



# HISTORIC DISTRICT BOUNDARIES

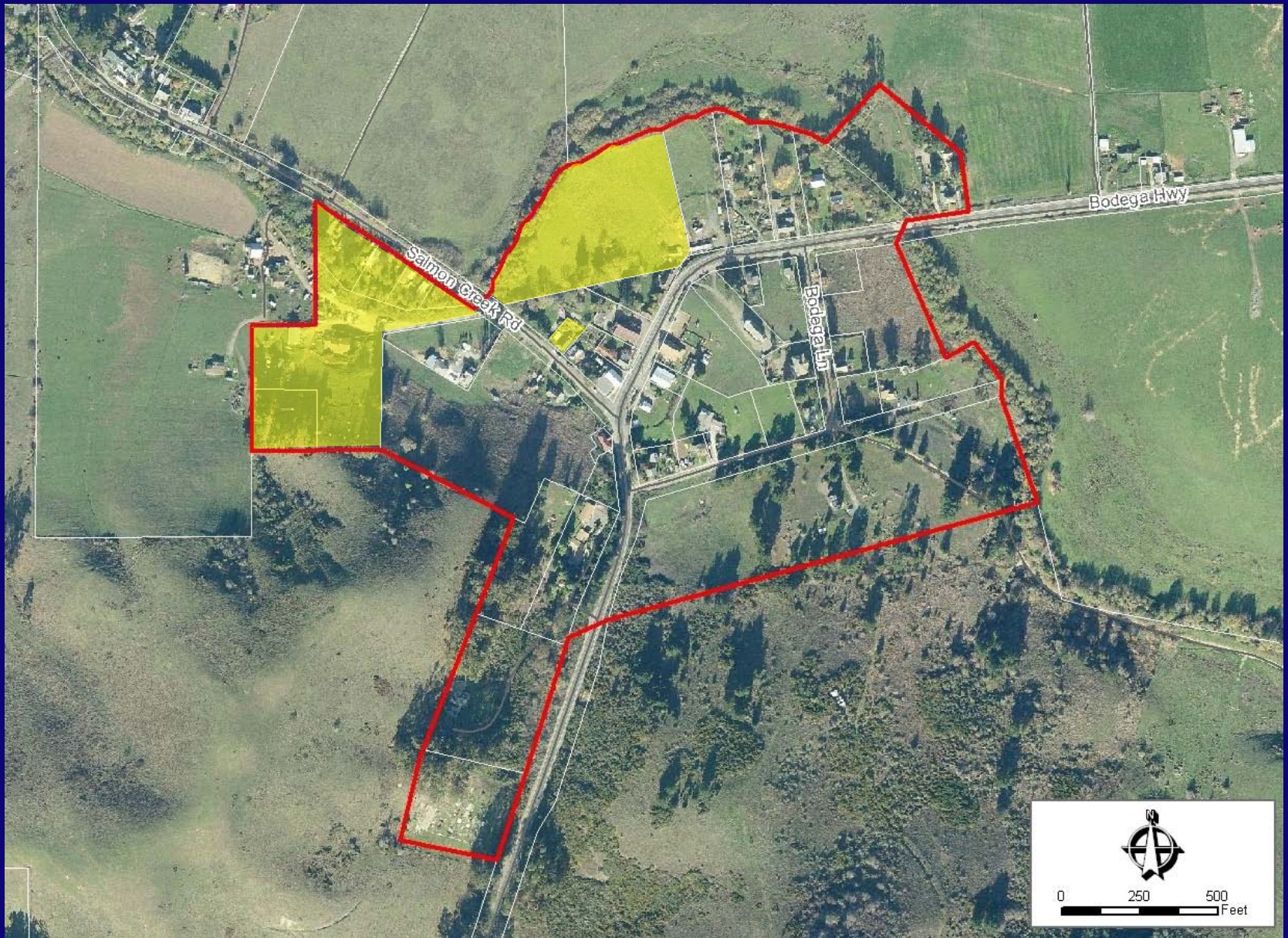
## Bodega Historic District: Why is the Boundary Considered for Amendment?

- ❖ **Consultant recommends removal of 8 Properties:**

- ❖ do not meet Period of Significance
- ❖ do not meet Areas of Significance
- ❖ geographically separate from Bodega center
- ❖ not visible from Bodega center







**Bodega Historic District**  
*Boundary Amendments Considered*

# HISTORIC DISTRICT BOUNDARIES

## Duncans Mills Historic District: Why is the Boundary Considered for Amendment?

❖ Consultant recommends removal of 4 properties:

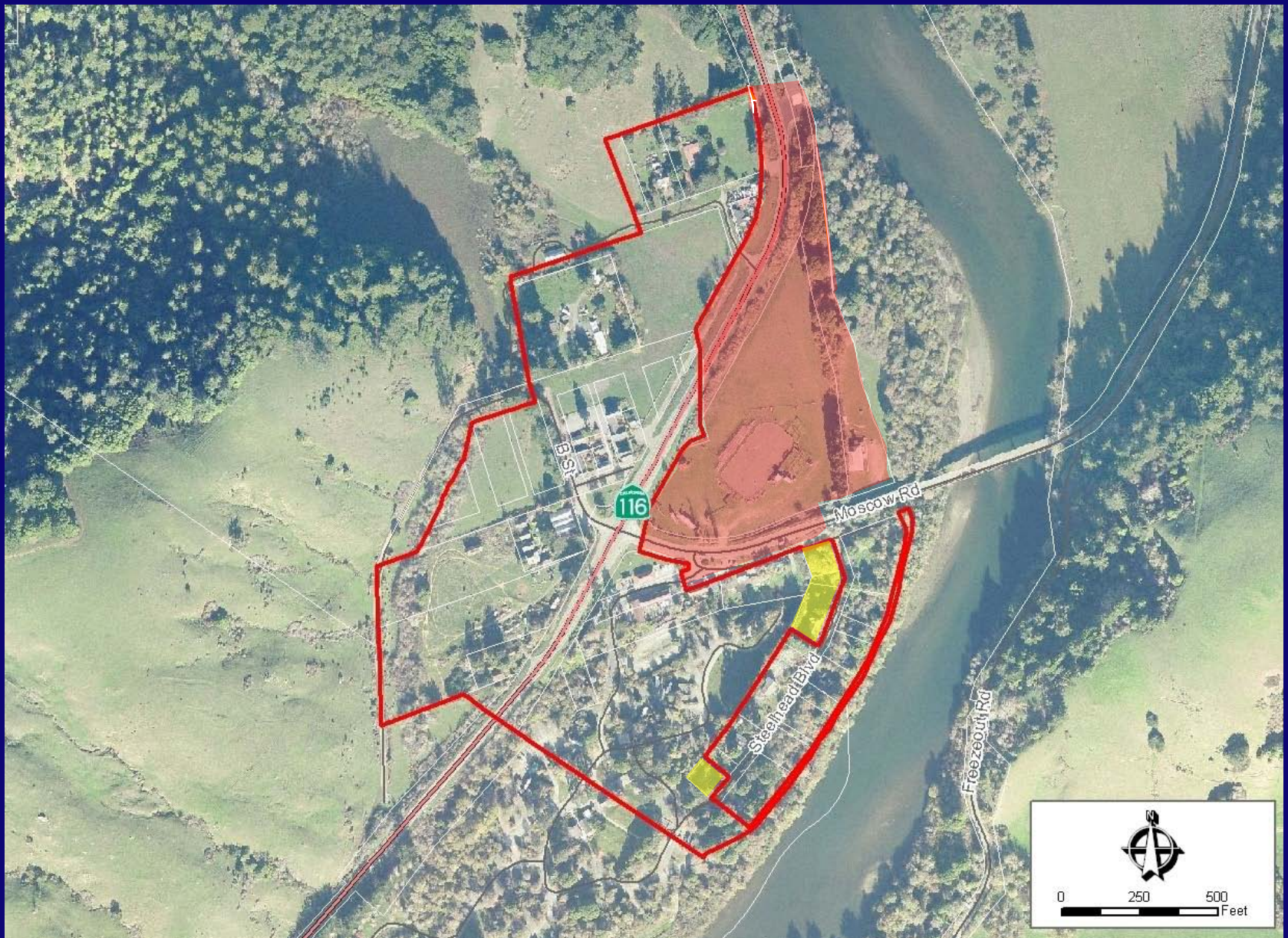
- ❖ do not meet Period of Significance
- ❖ vacant and Non-Contributing



# HISTORIC DISTRICT BOUNDARIES

## Duncans Mills Historic District: Why is the Boundary Considered for Amendment?

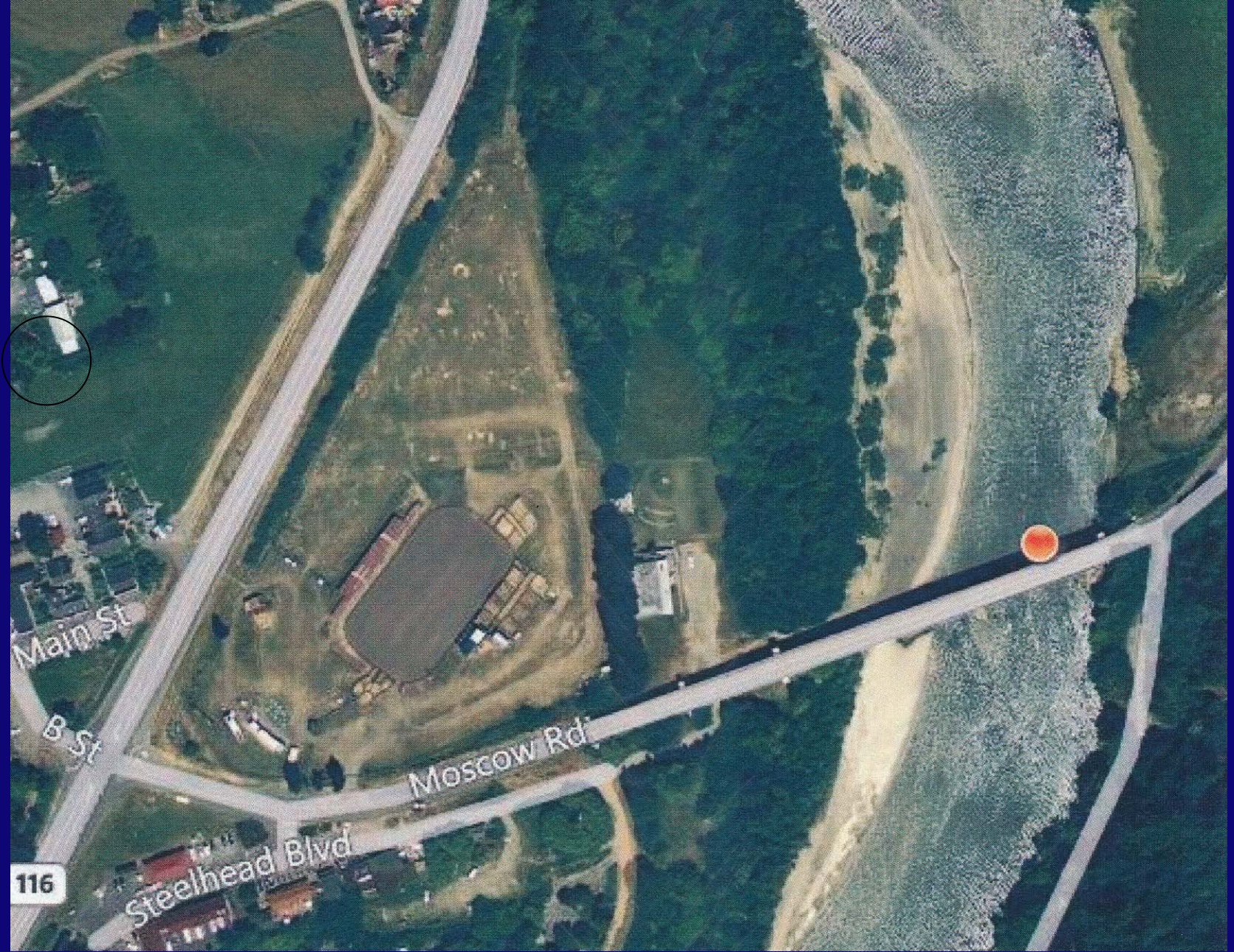
- ❖ **Consultant recommends addition of 2 properties:**
  - ❖ **Russian River Sportsmen's Club**
    - meets Period of Significance & retains integrity
  - ❖ **Russian River Rodeo Grounds**
    - creates continuous boundary and link between Bodega center and Sportsmen's Club
    - new development could be inconsistent



**Duncans Mills Historic District**  
***Boundary Amendments Considered***

**PRMD**

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**PRMD**

# Aerial Photo of Russian River Rodeo Grounds and Sportsmen's Club

ZCE11-0009 - 0012



## Russian River Rodeo Grounds

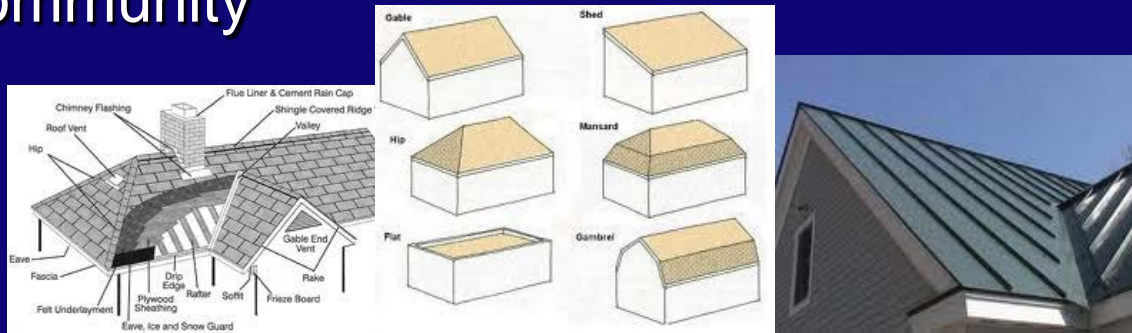


Russian River Sportsmen's Club

# HISTORIC DISTRICT DESIGN GUIDELINES

## What is the Purpose of the Design Guidelines?

- ❖ Protect and retain unique historic character of community
- ❖ Assist property and business owners in maintaining historic character of community
- ❖ Document community history
- ❖ Explain significance of historic resources to community





# HISTORIC DISTRICT DESIGN GUIDELINES

## What is the Purpose of the Design Guidelines?

- ❖ Provide guidance on how to:
  - maintain unique historic character of District
  - maintain important features of structures, landscape, and views
  - ensure changes and new development are compatible with surroundings



# HISTORIC DISTRICT DESIGN GUIDELINES

## Why are Updated or New Design Guidelines Necessary?

- ❖ Freestone & Occidental – inadequate
- ❖ Bodega & Duncans Mills – not developed



# HISTORIC DISTRICT DESIGN GUIDELINES

## What do the Design Guidelines Contain?

### ❖ Historic Context

- ❖ History
- ❖ Boundary
- ❖ Period of Significance
- ❖ Areas of Significance
- ❖ Character-Defining Features



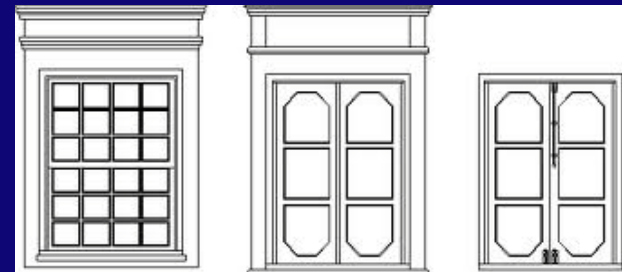
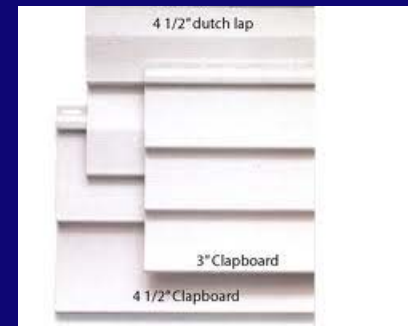
# HISTORIC DISTRICT DESIGN GUIDELINES

## What do the Design Guidelines Contain?

- ❖ Contributing & Non-Contributing Properties

- ❖ Design Guidelines

- ❖ Based on Federal Standards
- ❖ Existing Structures
- ❖ New Structures
- ❖ Additions to Structures
- ❖ Energy Efficiency Measures

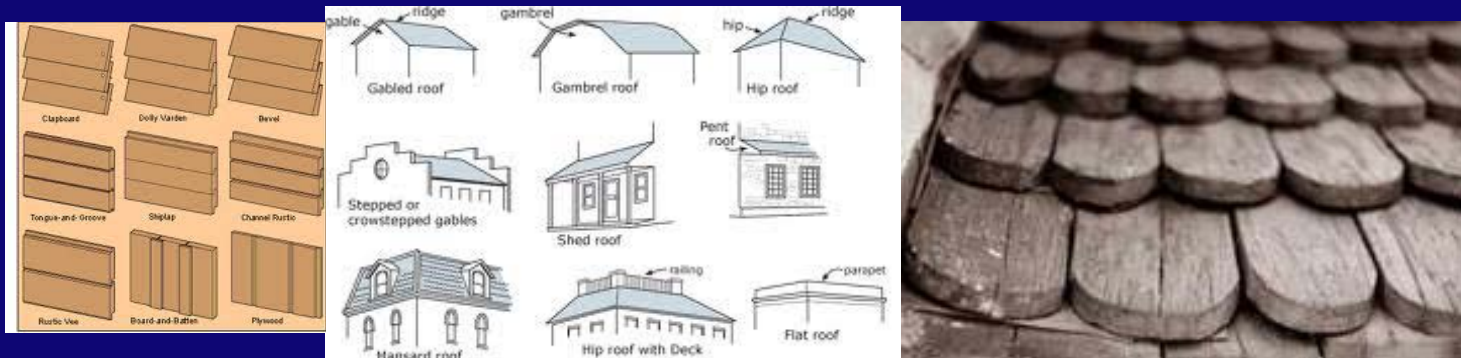


# DEVELOPMENT REVIEW

## What is Required for Development?

### ❖ Design Review by Landmarks Commission

- ❖ Construction of new structures
- ❖ Exterior alterations to existing structures
- ❖ Demolition of existing structures

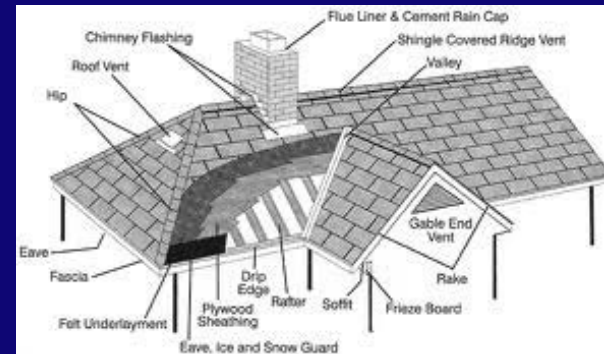


# DEVELOPMENT REVIEW

## What is Required for Development?

### ❖ Design Review Application

- ❖ Proposal Statement
- ❖ Site Plan
- ❖ Architectural Drawings
- ❖ Photographs
- ❖ Historic Resources Survey
- ❖ Historic Resources Evaluation



# DEVELOPMENT REVIEW

## What is Required for Development?

### ❖ Landmarks Commission Fees

- ❖ Depend on project size & complexity
- ❖ \$656 - \$1,787
- ❖ May change under future Development Code

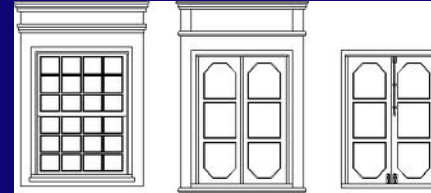
### ❖ Staff Only Fees

- ❖ Replacement or minor repair in kind
- ❖ \$281 if site review necessary
- ❖ May change under future Development Code



# PLANNING COMMISSION RECOMMENDATIONS

- ❖ **Adopt Design Guidelines**



- ❖ **Approve Ordinance amending Zoning Code**

- ❖ **Direct staff whether to consider Bodega & Duncans Mills Historic District boundary amendments**

