

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

**TUESDAY**

**FEBRUARY 26, 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. BOARD MEMBER ANNOUNCEMENTS**

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

(Items 1 through 48)

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

(Items 1 through 8)

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

1. Adopt a Gold Resolution proclaiming March 11-17, 2013 as Mediation Week in Sonoma County. (Second District)
2. Adopt a Gold Resolution proclaiming March 2013 as Big Read, Sonoma County Month. (Third District)
3. Adopt a Gold Resolution proclaiming March 2013 as Women's History Month in Sonoma County. (Human Resources)

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

4. Adopt a Gold Resolution recognizing Pat Gilardi for her service on the Cotati City Council. (Second District)
5. Adopt 25 Gold Resolutions acknowledging entities for their significant work in promoting the implementation of the Upstream Investments Policy. (Human Services)
6. Adopt a Gold Resolution declaring March 18 through March 24, 2013 as Sonoma County Restaurant Week, an event that has, and continues to celebrate the excellence of Sonoma County food and restaurants. (Economic Development Board)
7. Adopt a Gold Resolution celebrating the 95<sup>th</sup> birthday of former Supervisor Helen Rudee on February 20, 2012, and recognizing her many contributions to the wellbeing of Sonoma County and its residents. (Third District)
8. Adopt a Gold Resolution honoring Bryan E. Reynolds as the Annual Crime Prevention 2013 Police Officer of the Year. (Second District)

CONSENT CALENDAR (Continued)

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

9. Adopt a Resolution approving a Right of Entry Agreement with the State of California in connection with the Marin-Sonoma Narrows US-101 Project and Authorizing the Chair of the Board of Directors to execute said agreement (A.P.N. 019-340-001, 019-350-006, and 019-350-009). (4/5 vote required) (Second District)
10. Adopt a Resolution revising the conflict of interest code for the Sonoma County Agricultural Preservation & Open Space District, updating list of designated positions.

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

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

**AND**  
**REGIONAL PARKS**

11. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute, on behalf of the District, a third amendment to construction contract administration services agreement, increasing the contract amount by \$20,000 for a not-to-exceed total of \$305,000 for a term ending December 31, 2013, to complete the Healdsburg Ridge Open Space Preserve Capital Improvements; and Authorize the Director of Regional Parks Department to execute the third amendment on behalf of the County. (Fourth District)
12. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute an agreement for services with Sonoma County Regional Parks Department for land maintenance services for district-owned properties for the period of March 1, 2013 through February 28, 2016, for a total not to exceed \$60,000.

**SONOMA COUNTY WATER AGENCY**

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

13. Authorize Chair to execute an agreement with Industrial Waste & Debris Box Rentals, Inc., dba Industrial Carting to provide rag bin and sludge hauling services for Airport-Larkfield-Wikiup Sanitation Zone Wastewater Treatment Plant in the amount of \$255,000 (\$85,000 each year for 3 years) agreement terminates on December 31, 2015. (Fourth District)
14. Authorize the Chair to execute an agreement with Leslie S. Palencia, dba Palencia Consulting Engineers to provide consultant services for the completion of a Watershed Sanitary Survey Update for the amount of \$67,035; agreement terminates on December 31, 2013.
15. Authorize the Chair to execute an agreement with Columbia Analytical Services to provide sediment testing and laboratory services for the amount of \$120,000; agreement terminates on March 1, 2015.

CONSENT CALENDAR (Continued)

**RUSSIAN RIVER COUNTY SANITATION DISTRICT**

**SONOMA COUNTY WATER AGENCY**

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

**AND**

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Gorin, Rabbitt, K. Brown)

16. Authorize the Chair to execute a joint agreement with the City of Santa Rosa to contract for janitorial services in the amount of \$274,793; agreement terminates on February 28, 2015; and Authorize the General Manager to amend the agreement provided amendments do not cumulatively increase the total cost by more than \$15,000 and do not substantially change the scope of work. (First, Fourth, Fifth Districts)

**SONOMA COUNTY WATER AGENCY**

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

**AND**

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Gorin, Rabbitt, K. Brown)

17. Authorize the General Manager to execute an agreement for contract services between the Sonoma County Water Agency, the Sonoma Valley County Sanitation District, and the Association of Bay Area Governments to provide a staff member for the San Francisco Bay Regional Water Quality Control Board to work full-time on Sonoma County Water Agency and Sonoma Valley County Sanitation District matters (\$336,628; agreement terminates on June 30, 2015). (First and Second Districts)

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Gorin, Rabbitt, K. Brown)

18. Authorize the Chair to execute an agreement with Environmental Science Associates to provide environmental services for the Sonoma Valley Recycled Water Project in the amount of \$40,000; agreement terminates on December 31, 2015. (2/3 vote required) (First District)

**BOARD OF SUPERVISORS**

19. Approve changes to Ad-Hoc, Standing Committees and Board Assignments for members of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency for the year 2013.

**COUNTY ADMINISTRATOR / ECONOMIC DEVELOPMENT BOARD**

20. Adopt Resolution designating the Cultural Arts Council of Sonoma County as the local partner to the California Arts Council through June 30, 2013, and direct staff to develop a strategic plan to encourage economic development in the county through arts and cultural activities promotion.



CONSENT CALENDAR (Continued)

**COUNTY COUNSEL**

21. Conflict of Interest Code Amendments – (A) Adopt a Resolution approving conflict of interest code amendments to delegate filing officer duties for statements of economic interests (Form 700) as authorized by state law to the agencies that designate those employees in their conflict of interest codes requiring all of the individuals listed in an agency’s conflict of interest code to file their Form 700s with their own agency. (B) Adopt 16 Resolutions approving conflict of interest code amendments for the Sonoma County Agricultural Preservation & Open Space District, Sonoma County Water Agency, Sonoma County Employees’ Retirement Association, Sonoma County Tourism Bureau, Sonoma County Library, Gold Ridge Resource Conservation District, Southern Sonoma County Resource Conservation District, Windsor Water District, Russian River Fire Protection District, Sonoma Valley Hospital, Santa Rosa City Schools, Cloverdale Unified School District, Cotati-Rohnert Park Unified School District, Bennett Valley Union School District, Rincon Valley Charter School, West Sonoma County Union High School District.
22. Adopt a Resolution revising the conflict of interest code for the County of Sonoma and updating the list of designated positions.
23. Adopt a Resolution approving Del Rio Woods Recreation and Park District’s request for a small agency exemption from the conflict of interest code requirements. (Fourth District)
24. Authorize the Chair to execute a second amendment to the legal services agreement with Nixon Peabody LLP for legal services related to the litigation entitled Mishewal Wappo Tribe of Alexander Valley v. Salazar, U.S. District Court (N.D. Cal.), Case No. 5:09-cv-02502-EJD, to extend the contract term through July 30, 2014 and increase the not to exceed amount by \$125,000.

**GENERAL SERVICES**

25. Authorize the Chair to execute a consulting contract with Stantec Architecture for the design, constructions documents, and construction administration service for the Rockpile Road Tower and Vault project for \$40,300 through June 30, 2014. (Fourth District)

**GENERAL SERVICES**

**AND**

**SONOMA COUNTY WATER AGENCY**

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

26. Authorize the Chairs of the Board of Supervisors/Directors of the Sonoma County Water Agency to execute the Memorandums of Understanding with Strategic Energy Innovations, to support the development and evaluation of an aggregated solar procurement solicitation for public agency facilities and to allow those facilities to participate in the Sustainable Energy and Economic Development Fund program (\$0, agreement shall expire on the later of the second anniversary of the effective date, or 365 days after the completion of the Procurement Process).

CONSENT CALENDAR (Continued)

**HEALTH SERVICES**

27. Authorize the Director of the Department of Health Services to approve the fifth amendment to an agreement with Laurie Hiatt in an amount not to exceed \$15,245 and expanding the scope of work to include Supplemental Nutrition Assistance Program-Education (SNAP-Ed) food access community assessment and program services for a new not to exceed contract total of \$108,535 for the period August 15, 2008 to December 31, 2013; and Authorize the Director of the Department of Health Services to approve the first amendment to an agreement with Santa Rosa Memorial Hospital in an amount not to exceed \$126,098, expanding the scope of work to include SNAP-Ed community engagement and mentoring services, and extending the contract term by thirty-three months for a new not to exceed contract total of \$181,103 and end date of September 30, 2016.

**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)

28. Authorize the Chair to execute an agreement with Northern Claims Management, LLC to provide workers' compensation claims administration and managed care services for a forth (40) month term from March 1, 2013 through June 30, 2016, not to exceed \$2,870,400.

**INFORMATION SYSTEMS**

29. Make findings that the proposed Memorandum of Understanding between the County of Sonoma and the County of Alameda, which provides reciprocal use of data center floor space for purposes of disaster and business recovery, (A) is in the public interest, and (B) will not substantially conflict with or interfere with Sonoma County's use of the Sonoma County data center, and authorize the Chair to execute the Memorandum of Understanding.
30. Authorize the Information Systems Director to execute a professional services agreement with COMgroup, Inc. for technical specifications and project implementation of an enterprise telecommunications system, for a total not to exceed \$163,485 for the term February 27, 2013 to February 26, 2014.

**PERMIT AND RESOURCE MANAGEMENT**

31. Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between two parcels under Williamson Act contract owned by A. Rafanelli Winery and Vineyards LP and Douglas Rafanelli for property located at 4865 W. Dry Creek Road, Geyserville. (Fourth District)

CONSENT CALENDAR (Continued)

**REGIONAL PARKS**

32. Authorize the Chair to execute the contract for the Hudeman Slough Boat Launch Facility preliminary engineering and design to Noble Consultants, Inc. in the amount of \$47,286. (First District)

**TRANSPORTATION AND PUBLIC WORKS**

33. Approve the modified Caltrans cooperative agreement for the County's portion of the signalization and associated intersection improvements at Highway 12 and Madrone Road. (First District)
34. Authorize the Chair to execute the second amendment to the agreement with Russian River Utility for water systems operation and maintenance for CSA #41 Zones of Benefit, Fitch Mountain, Freestone, Jenner, and Salmon Creek Water Districts adding customer service tasks at a cost of \$30,000 per fiscal year, and increasing the total annual contract upper limit to \$400,000 per year, with contract terms expiring June 30, 2015. (Fourth and Fifth Districts)

**MISCELLANEOUS**

35. Approval of Minutes – (A) Approve the minutes of the meeting of January 29, 2013 for the Sonoma County Water Agency and Board of Supervisors. (B) Approve the Minutes of the Meeting of January 29, 2013 of the Sonoma Valley County Sanitation District. (C) Approve the minutes of the meeting of February 5, 2013 for the following: 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, and Board of Supervisors. (D) Approve the Minutes of the Meeting of February 5, 2013 of the Sonoma Valley County Sanitation District.

**APPOINTMENTS/REAPPOINTMENTS**

(Items 36 through 48)

36. Appoint Donna Chicka to the Community Development Committee as a tenant representative for a two year term. (Community Development Commission)
37. Accept the Sonoma County Maternal, Child and Adolescent Health Annual Report for Fiscal Year 2011-2012; and Appoint Sarah Hollister, Renee McKenna, Jeff Miller, Amanda Silva, and Marta Flax Tilling to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term of two years; and Reappoint Grace Harris, Jeanette Koshar, Rory Gibbens-Flores, Mignon Evans, Carol Simmons, Annie Nicol, Karla Fittipaldi, Adrienne Davis, Terese Voge, and Ed Sheffield to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term of two years. (Health Services)
38. Appoint Chanchal Dola to the Alcohol and Drug Problems Advisory Board for a three year term, effective February 26, 2013 through February 25, 2016. (Third District)

CONSENT CALENDAR (Continued)

39. Appoint Kristen Noel to Advisory Board on Alcohol and Drug Problems for a three year term, effective February 26, 2013 through February 25, 2016. (Third District)
40. Appoint Michael Nicholls to the Economic Development Board for a coterminous term beginning February 26, 2013. (Fifth District)
41. Appoint Christopher Kerosky to the Commission on Human Rights from February 26, 2013 through February 26, 2015. (Fifth District)
42. Appoint Ramon Meraz to the Commission on Human Rights from February 26, 2013 through February 26, 2015 (Fifth District)
43. Appoint Ed Liebig to the Spud Point Marina Advisory Board beginning February 26, 2013 at the pleasure of the Board. (Fifth District)
44. Appoint Joe Bartolomei to the Sonoma County Tourism Board from February 26, 2013 through December 31, 2014. (Fifth District)
45. Appoint Eric Koenigshofer to the Agricultural Preservation and Open Space Fiscal Oversight Committee from February 26, 2013 through February 26, 2015. (Fifth District)
46. Appoint Herman Hernandez to the Parks and Recreation Advisory Commission from February 26, 2013 through February 26, 2015. (Fifth District)
47. Reappoint Kathy Smith to the Mental Health Board from February 26, 2013 through December 31, 2014. (Fifth District)
48. Reappoint Jeffrey Holtzman to the Agricultural Preservation and Open Space Advisory Committee from December 15, 2012 through December 15, 2014. (Fifth District)

#### **IV. REGULAR CALENDAR**

(Items 49 through 56)

##### **CHILD SUPPORT SERVICES**

49. Recognize Sonoma County Department of Child Support Services for receiving the “Top Overall Performance – Medium Size County,” “Top Ten County – Statewide,” and “Most Improved – Medium Size County” from the California Department of Child Support Services.

##### **TRANSPORTATION AND PUBLIC WORKS**

50. Adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed ordinance to set a speed limit on Somers Street in the community of Fulton between D Street and River Road. (#88009). (Fourth District) (First Reading)

##### **ECONOMIC DEVELOPMENT BOARD**

51. Receive presentation of the Tourism Annual Report for 2012 and 2013 Marketing Plan prepared by Sonoma County Tourism and update on ongoing program initiatives.

##### **AUDITOR CONTROLLER-TREASURER-TAX COLLECTOR**

52. **10:00 A.M.** – Conduct a public hearing and adopt a Resolution approving the issuance of tax exempt bonds by the California Enterprise Development Authority (CEDA), in an aggregate principal amount not to exceed \$9,000,000, to finance and refinance various capital facilities owned by Progress Foundation. The issuance of the proposed bonds will not be an obligation of the County. (First District)

##### **TRANSPORTATION AND PUBLIC WORKS**

53. **10:00 A.M.** – Conduct a public hearing and adopt a Resolution approving and adopting Sonoma County Transit’s Fiscal Year 2012 - 2021 Short Range Transit Plan Update.

##### **HUMAN SERVICES**

54. Accept Upstream Investments Progress Report and Next Steps for 2013 and Indicators of Success 2012 Update.

##### **COUNTY ADMINISTRATOR**

55. Receive report from Bartel Associates conducting an actuary analysis of the effects of the changes to pensionable compensation as directed by the August 2012 Resolution of Intent for all represented employee groups and employees covered by the salary resolution and other ordinances such as Board of Supervisors, Department Heads, administrative management, confidential and unrepresented.

##### **BOARD OF SUPERVISORS**

56. Approve Fee Waiver of \$4,347 for the Forestville Youth Park Annual Parade and Barbeque (Fifth District)

## **V. CLOSED SESSION CALENDAR**

(Items 57 through 67)

57. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: In re the Worker’s Compensation Case: Theodore Walker, WCAB: ADJ1001833 (Govt. Code Section 54956.9(a)).
58. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: In re the Worker’s Compensation Case: David Dupont, WCAB: ADJ6499174 (Govt. Code Section 54956.9(a)).
59. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: In re the Worker’s Compensation Case: Dan Wolfe, WCAB: ADJ7647697 (Govt. Code Section 54956.9(a)).
60. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Mateos-Sandoval v. County of Sonoma – U.S. District Court, Northern District of California, Case No. C11-5817 THE. (Govt. Code Section 54956.9(a)).
61. Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Guerrero v. Weber, et al. Sonoma County Superior Court Case No. SCV-248680. California Court of Appeal Case No. A133202 Govt. Code Section 54956.9(d)(1)).
62. Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Initiation Litigation (Govt. Code Section 54956.9(d)).
63. 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)).
64. The Board of Supervisors will consider the following in closed session: Public Employee Appointment: Director of Transportation and Public Works. Agency Negotiator: Wendy Macy, Human Resources Director and Norm Roberts, Roberts Consulting (Govt. Code Section 54957).
65. The Board of Supervisors will consider the following in closed session: Public Employee Appointment: Public Defender. (Govt. Code Section 54957).
66. Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Sonoma County Association of Retired employees v. County of Sonoma U.S. District Court, Northern District of California No. C 09-04432 CW (Govt. Code Section 54956.9(a)).
67. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Title: County Administrator (Govt. Code Section 54957).

## **VI. REGULAR AFTERNOON CALENDAR**

(Items 68 through 72)

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

68. Report on Closed Session.
69. **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.)
70. 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

### **HEALTH SERVICES**

71. **2:10 P.M.** – Sonoma County Oral Health Update

72. **ADJOURNMENTS**

**NOTE: The next regular meeting will be held on March 12, 2013 at 8:30 a.m.**

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

1. March 12<sup>th</sup> (PM) – AGP12-0027; 180 Westside Road, Healdsburg
2. March 12<sup>th</sup> (PM) – ZCE11-0009-0012; Design Guidelines for Bodega, Duncans Mills, Freestone, and Occidental Historic Districts
3. March 26<sup>th</sup> (PM) – General Plan Amendments (1<sup>st</sup> Round)
4. April 9<sup>th</sup> (PM) – Housing Authority Annual PHA Plan
5. April 9<sup>th</sup> (PM) – CPH12-0004; State of California - Iron Rangers; Sonoma



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

David Rabbitt

**Supervisorial District(s):**

Second District

**Title:** Gold Resolution Recognizing Mediation Week

**Recommended Actions:**

**Executive Summary:**

Approving Gold Resolution Recognizing Mediation Week, March 11-17, 2013

**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			

**Resolution No.**

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

**Date: 2/26/2013**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State  
Of California, Recognizing Mediation Week, March 11-17, 2013**

**WHEREAS**, mediation is a dispute resolution process in which a neutral third person facilitates communication between the parties to a dispute to help them reach a voluntary and mutually acceptable agreement; and

**WHEREAS**, during the past 34 years, California community dispute resolution organizations have used mediation to resolve countless neighborhood disputes before formal legal proceedings were initiated and have been instrumental in the development and operation of mediation programs to resolve legal proceedings filed with the courts; and

**WHEREAS**, during the past 29 years, California trial and appellate courts, including courts in Sonoma County, have increasingly encouraged, offered, and provided mediation to assist litigants in resolving a broad array of disputes that are filed with the courts, including civil, family, juvenile, and certain criminal matters; and

**WHEREAS**, mediation offers many potential benefits to litigants, the courts, and the public, including increasing participants' satisfaction with the dispute resolution process and outcome, while reducing court filings, pretrial motions and trials, the time from the filing of an action to disposition, litigants' costs, court workloads, future disputes between the parties, and recidivism; and

**WHEREAS**, the availability and success of court mediation programs are largely attributable to the efforts of judicial officers, court staff, and justice partners, including community dispute resolution organizations, local government agencies, state and local bar associations, mediation organizations, and individual mediators, many of whom contribute significant time and resources toward conducting mediations; and

**WHEREAS**, public awareness of the nature, availability, and benefits of mediation and court mediation programs is important to ensuring the use of these programs and access to justice.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Sonoma County recognizes the week of March 11 through 17, 2013 as Mediation Week, and commends the efforts of the individuals and organizations that make mediation and mediation programs available to the citizens of Sonoma County.

Resolution #  
Date: 2/26/2013  
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**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 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Shirlee Zane

**Supervisorial District(s):**

Third District

**Title:** Gold Resolution

**Recommended Actions:**

Approve a Gold Resolution proclaiming March, 2013 as Big Read, Sonoma County month.

**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

## State of California

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Date: February 26, 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, Declaring March 2013 As Big Read, Sonoma County.**

**Whereas,** The Big Read, an initiative of the National Endowment for the Arts in partnership with Arts Midwest, was created in 2007 to promote the value as well as the pleasure of reading; and

**Whereas,** reading has been shown to be an irreplaceable activity in developing healthy communities leading to high rates of literacy, volunteerism and active participation in local government; and

**Whereas,** Sonoma County has a history of promoting reading with county-wide events and programs to encourage adults and children to experience the benefits and pleasures of reading good literature, beginning with Sonoma County Reads in 2002 and Big Read, Sonoma County in 2008; and

**Whereas,** Sonoma County was selected as one of only 78 communities in the United States to receive a Big Read grant sponsored locally by KRCB North Bay Public Media and the Sonoma County Library; and

**Whereas,** during the month of March, 2013, Big Read, Sonoma County will celebrate the works of the great American poet Emily Dickinson with activities that include: a public performance of The Belle of Amherst; discussion groups at every Sonoma County library; poetry readings by Sonoma County Poet Laureates in schools and other public places; a community Poem-in-My-Pocket campaign with poetry by Emily Dickinson printed on pocket-sized cards distributed by volunteers throughout Sonoma County; as well as other community-led events; and

**Whereas,** local government officials and other community leaders can encourage local citizens to participate in Big Read, Sonoma County as part of a county-wide celebration of the poetry of Emily Dickinson and to shine a light on the importance of the literary, visual and performing arts;

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors does hereby proclaim March 2013 as Big Read, Sonoma County Month.

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** No Vote Required

**Department or Agency Name(s):** Human Resources – Commission on the Status of Women

**Staff Name and Phone Number:**

Christina Cramer, extension 2988

**Supervisorial District(s):**

**Title:** Women's History Month

### **Recommended Actions:**

Adopt a Resolution Proclaiming March 2013 as Women's History Month in Sonoma County

### **Executive Summary:**

The celebration of Women's History during the month of March dates back to 1977, when the Sonoma County Commission on the Status of Women initiated the Women's History Week project. The Commission sponsored programs for local schools to address the omission of women's history in the curriculum. In 1980, the National Women's History Project was developed by dedicated members of the Commission's Education Task Force. The Project's mission, expanding on the mission of the Women's History Week project, recognizes and celebrates the diverse and historic accomplishments of women through educational materials and programs. In 1987, inspired by the work of the National Women's History Project, Public Law 100-9 was passed by Congress, expanding the celebration of Women's History to the entire month of March nationwide.

Since 1979, the Sonoma County Board of Supervisors has recognized Women's History Week and beginning in 1987 has designated the month of March as Women's History Month in Sonoma County in keeping with the National commemoration. This acknowledgement ensures the history of women will be recognized and celebrated in schools, workplaces, and communities throughout Sonoma County and the country. The stories of women's historic achievements present an expanded view of the complexity and fulfillment of living a purposeful life. The knowledge of women's history provides a more expansive vision of what women can achieve. This perspective can encourage girls and women to think larger and bolder and can give boys and men a fuller understanding of the female experience.

The 2013 Women's History Month theme is 'Women Inspiring Innovation through Imagination' celebrating women in Science, Technology, Engineering, and Mathematics. History unites families, communities, and nations. Although women's history is intertwined with the history shared with men, social, religious, economic, and biological factors have worked to create a unique sphere of women's history. Stories of women's achievements are integral to the fabric of our history and learning about women's tenacity, courage, and creativity throughout the centuries is a tremendous source of strength. Knowing women's stories provides essential role models for everyone, and role models are genuinely needed to face the extraordinary changes and unrelenting challenges of the 21st century.



<b>Prior Board Actions:</b>			
1987 - 2012 Each year, the Board proclaimed the month of March to be Women's History Month.			
1979 - 1986 Each year, the Board proclaimed the week containing March 8 as Women's History Week.			
<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>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
N/A			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary</b> <b>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>			
Resolution			
<b>Related Items "On File" with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
State of California, Proclaiming March 2013 As  
Women's History Month in Sonoma County**

**Whereas,** women have played a critical role in shaping the economic, cultural, and social fabric of our society through their participation in the labor force, working both inside and outside the home; and

**Whereas,** Women's History Month provides an opportunity for schools and communities to increase the knowledge held by our children and our community of women's roles in history and their contributions to the development of this nation; and

**Whereas,** the story of American women is the story of pioneering women who led campaigns for equality and civil rights, advanced professional and educational opportunities and contributed significantly to the arts, sciences and humanistic causes; and

**Whereas,** the 2013 theme for Women's History Month is "Women Inspiring Innovation through Imagination" celebrating women in Science, Technology, Engineering, and Mathematics; and

**Whereas,** Women's History Month is both a call to acknowledge outstanding women we know by name, and to pay homage to the nameless women who have shaped our collective past;

**Now, Therefore, Be It Resolved,** that the Board of Supervisors, in recognition of the significant role played by women, whose courage and vision inspire hope and possibility for today's women to make tomorrow's history, hereby proclaim the month of March 2013 as Women's History Month in Sonoma County.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisory District(s):**

Supervisor David Rabbitt, 565-2241

Second District

**Title:** Gold Resolution

**Recommended Actions:**

Approve a Gold Resolution recognizing Pat Gilardi for her service on the Cotati City Council.

**Executive Summary:**

**Prior Board Actions:**

None.

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

### Fiscal Summary - FY 12-13

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

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

None.

**Staffing Impacts**

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

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

None.

**Attachments:**

Resolution.

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

None.



# County of Sonoma

## State of California

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Date: February 26, 2013

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

4/5 Vote Required

---

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOGNIZING PAT GILARDI FOR HER SERVICE ON THE COTATI CITY COUNCIL**

**WHEREAS**, Council member Pat Gilardi was appointed to the Cotati City Council in October 2000, and was elected to a full four-year term in November 2002 and re-elected in 2006 and 2010, serving as Cotati's Mayor in 2004 and 2008; and

**WHEREAS**, Council member Gilardi has lived in Cotati since 1984 and holds a long history of involvement in the community. She is the co-founder of Cotati 4-H and a former Executive Board Officer of Sonoma County 4-H, a former member of the Board of Directors of the non-profit Accordion Festival, a former two-term PTA president, former three-year member of the Cotati Planning Commission, and frequent volunteer at many community events; and

**WHEREAS**, Council member Gilardi is a former Director of the Sonoma County Transportation Authority (SCTA) and Regional Climate Protection Authority (RCPA), a Board of Director of the Northbay Division of the League of California Cities, including one term as president; and

**WHEREAS**, while a member of the Board at SCTA Pat well represented the City of Cotati's interests for the Highway 101 widening project and other transportation related issues including securing funds, project oversight and long term planning; and

**WHEREAS**, as a member of the RCPA she has worked to improve communication and coordination on climate change issues and establish a clearinghouse for planning, funding and implementation efforts to reduce GHG emissions; and

**WHEREAS**, Pat has worked to guide the City of Cotati to fiscal sustainability, strong environmental policy, transportation alternatives, and quality community services during her tenure as a member of the Cotati City Council.

**NOW, THEREFORE, BE IT RESOLVED** the Sonoma County Board of Supervisors recognizes Pat Gilardi for her service and dedication to the citizens she represented in the City of Cotati.

Resolution #  
Date: 2/26/2013  
Page 2

**Supervisors:**

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

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Marla Stuart, 565-5849

All

**Title:** Early Adopters of the Upstream Investments Policy

### Recommended Actions:

Adopt 25 Gold Resolutions acknowledging the following entities for their significant work in promoting the implementation of the Upstream Investments Policy:

- California Parenting Institute
- Child Care Planning Council
- City of Santa Rosa
- Community Action Partnership of Sonoma County
- Community Child Care Council of Sonoma County
- Community Foundation Sonoma County
- Department of Child Support Services
- Department of Health Services
- Drug Abuse Alternatives Center
- First 5 Sonoma County
- Human Services Department
- NAMI Sonoma County
- Office of the District Attorney
- On the Move / V.O.I.C.E.S.
- Petaluma City (Elementary) and Petaluma Joint Union High School Districts
- Petaluma People Services Center
- Probation Department
- Professional Association for Childhood Education
- River to Coast Children's Services
- Santa Rosa Chamber of Commerce
- Social Advocates for Youth
- Sonoma County Office of Education
- United Way of the Wine Country
- Volunteer Center of Sonoma County
- Workforce Investment Board

## Executive Summary:

The Upstream Investments Policy seeks to eliminate poverty in Sonoma County and ensure equal opportunity for quality education and good health in nurturing home and community environments. The three primary strategies are Invest Early (whenever possible, dedicate funding and other resources to prevention-focused policies and interventions); Invest Wisely (ensure that upstream policies and interventions have the highest possible likelihood of success by selecting those that are backed by sound evidence); and Invest Together: (focus community-wide upstream policies and interventions on preventing six targeted factors and improving 22 indicators of success).

Twenty-five local entities have significantly promoted the implementation of the Upstream Investments Policy and furthered collective impact by participating in four or more of the seven categories of engagement listed below. These 25 entities represent business, cities, community-based organizations, education, philanthropy, and County departments. This engagement is fully described in the *Upstream Investments Progress Report and Next Steps for 2013*, which will be presented during the regular session of the Board meeting on February 26, 2013.

- Serving on an Upstream Investments committee
- Hosting an Upstream Investments presentation
- Submitting an Upstream Investments Resolution of Alignment (defined below)
- Attending a workshop about the Portfolio of Model Upstream Programs (defined below)
- Requesting and receiving one-on-one technical assistance to expand their program evaluation capacity
- Submitting a program to the Portfolio of Model Upstream Programs
- Funding a program on the Portfolio of Model Upstream Programs

## Definitions

Portfolio of Model Upstream Programs: The Portfolio of Model Upstream Programs is a three-tiered clearinghouse of local evidence based, promising, and emerging practices. The criteria for each tier represent a broad industry and local consensus about the requirements for the three levels of evidence-informed practice. Applying to the Portfolio provides a structured and concrete method for service providers to expand their capacity to deliver evidence-informed services. The Portfolio also provides local funders with an objective, third party assessment of a program's rigor related to implementation and outcomes.

Resolution of Alignment: Many public and private organizations through the community share the County's commitment to upstream principles and are funding and implementing outcomes-based upstream programs. Organizations submit Resolutions of Alignment which describe their aligned practices and which are approved by their governing body. These Resolutions demonstrate the breadth of local support for the Upstream Investments Policy.

## Prior Board Actions:

- March 2012 the Board of Supervisors appointed the first 15 members of the Upstream Portfolio Review Committee.
- November 2011 the Upstream Ad Hoc Board Committee made a progress report to the Board that described the Upstream Ad Hoc Board Committees' accomplishments. The Board approved 10 next steps



including convening the Upstream Investments Policy Committee for a two-year term (2012-2013) and appointing members to the Portfolio Review Committee for a one or two-year term (2012-2013).

- January 2011 the Upstream Ad Hoc Board Committee made a progress report to the Board. The Board approved the Upstream Logic Model and approved a pilot test of the Portfolio of Model Upstream Programs.
- January 2010 the Upstream Investments Team made a report to the Board that included seven recommendations to promote Upstream Investments in Sonoma County.
- July 2008 the Board of Supervisors chartered the Upstream Investments Project to understand the antecedents to criminal behavior and to identify upstream interventions that reduce downstream criminal justice costs.

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

**Fiscal Summary - FY 12-13**

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

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

None.

**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:**

25 Gold Resolutions

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



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** the California Parenting Institute has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting an Upstream Investments presentation, completing a Resolution of Alignment, attending workshops, and implementing one program on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the California Parenting Institute as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, the Child Care Planning Council has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting an Upstream Investments presentation, completing a Resolution of Alignment, receiving one-on-one technical assistance, and implementing one program on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Child Care Planning Council as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, the City of Santa Rosa has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting an Upstream Investments presentation, receiving one-on-one technical assistance, and funding two programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the City of Santa Rosa as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** Community Action Partnership of Sonoma County has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting an Upstream Investments presentation, completing a Resolution of Alignment, attending workshops, receiving one-on-one technical assistance, and implementing five programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes Community Action Partnership of Sonoma County as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, Community Child Care Council of Sonoma County, 4Cs, has significantly promoted the early implementation of the Upstream Investments Policy by hosting an Upstream Investments presentation, completing a Resolution of Alignment, attending workshops, and implementing two programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes Community Child Care Council of Sonoma County, 4Cs as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** Community Foundation Sonoma County has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting an Upstream Investments presentation, receiving one-on one technical assistance, and funding two programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes Community Foundation Sonoma County as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** The Department of Child Support Services has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, completing a Resolution of Alignment, attending workshops, and receiving one-on-one technical assistance,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Department of Child Support Services as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** the Department of Health Services has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting Upstream Investments presentations, attending workshops, receiving one-on-one technical assistance, implementing three programs on the Portfolio of Model Upstream Programs, and funding five programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Department of Health Services as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, Drug Abuse Alternatives Center has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting an Upstream Investments presentation, completing a Resolution of Alignment, attending a workshop, and implementing three programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes Drug Abuse Alternatives Center as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** First 5 Sonoma County has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting Upstream Investments presentations, completing a Resolution of Alignment, and funding eight programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes First 5 Sonoma County as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, the Human Services Department has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting an Upstream Investments presentation, completing a Resolution of Alignment, attending a workshop, implementing four programs on the Portfolio of Model Upstream Programs and funding seven programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Human Services Department as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, NAMI Sonoma County has significantly promoted the early implementation of the Upstream Investments Policy by completing a Resolution of Alignment, attending a workshop, receiving one-on-one technical assistance and implementing one program on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes NAMI Sonoma County as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, the Office of the District Attorney has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting an Upstream Investments presentation, completing a Resolution of Alignment, attending a workshop, implementing one program on the Portfolio of Model Upstream Programs and funding one program on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Office of the District Attorney as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** On the Move / V.O.I.C.E.S, has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, completing a Resolution of Alignment, attending a workshop, and receiving one-on-one technical assistance,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes On the Move / V.O.I.C.E.S as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





# County of Sonoma

## State of California

---

Date: February 26, 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, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** Petaluma City (Elementary) and Petaluma Joint Union High School Districts have significantly promoted the early implementation of the Upstream Investments Policy by hosting an Upstream Investments presentation, completing a Resolution of Alignment, attending a workshop, and implementing one program on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes Petaluma City (Elementary) and Petaluma Joint Union High School Districts as early adopters of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** Petaluma People Services Center has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, completing a Resolution of Alignment, attending workshops, receiving one-on-one technical assistance, and implementing nine programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes Petaluma People Services Center as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, the Probation Department has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting an Upstream Investments presentation, attending a workshop, implementing two programs on the Portfolio of Model Upstream Programs, and funding six programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Probation Department as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, the Professional Association for Childhood Education has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, completing a Resolution of Alignment, receiving one-on-one technical assistance, and implementing one program on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Professional Association for Childhood Education as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** River to Coast Children's Services has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, completing a Resolution of Alignment, attending a workshop, receiving one-on-one technical assistance, and implementing two programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes River to Coast Children's Services as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, the Santa Rosa Chamber of Commerce has significantly promoted the early implementation of the Upstream Investments Policy by completing a Resolution of Alignment, attending a workshop, receiving one-on one technical assistance, implementing one program on the Portfolio of Model Upstream Programs and funding one program on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Santa Rosa Chamber of Commerce as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** Social Advocates for Youth has significantly promoted the early implementation of the Upstream Investments Policy by completing a Resolution of Alignment, attending workshops, receiving one-on-one technical assistance, and implementing three programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes Social Advocates for Youth as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** the Sonoma County Office of Education has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting Upstream Investments presentations, completing a Resolution of Alignment, attending workshops, implementing four programs on the Portfolio of Model Upstream Programs, and funding one program on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Sonoma County Office of Education as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** United Way of the Wine Country has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting Upstream Investments presentations, completing a Resolution of Alignment, attending a workshop, implementing one program on the Portfolio of Model Upstream Programs, and funding four programs on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes United Way of the Wine Country as an Early Adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas**, the Volunteer Center of Sonoma County has significantly promoted the early implementation of the Upstream Investments Policy by hosting an Upstream Investments presentation, completing a Resolution of Alignment, attending a workshop, and receiving one-on-one technical assistance,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Volunteer Center of Sonoma County as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Recognizing Early Adoption Of The Upstream Investments Policy.**

**Whereas,** the Workforce Investment Board has significantly promoted the early implementation of the Upstream Investments Policy by serving on an Upstream Investments committee, hosting Upstream Investments presentations, completing a Resolution of Alignment, implementing one program on the Portfolio of Model Upstream Programs, and funding one program on the Portfolio of Model Upstream Programs,

**Now, Therefore, Be It Resolved** that the Board of Supervisors recognizes the Workforce Investment Board as an early adopter of the Upstream Investments Policy and thanks them for their commitment to investing early, investing wisely and investing together.

**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:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Ben Stone – (707) 565-7170

**Supervisorial District(s):**

**Title:** Fourth Annual Sonoma County Restaurant Week

### **Recommended Actions:**

Adopt a resolution declaring March 18<sup>th</sup> through March 24<sup>th</sup>, 2013 as Sonoma County Restaurant Week, an event that has, and continues to celebrate the excellence of Sonoma County food and restaurants.

### **Executive Summary:**

The EDB proposes for the Board of Supervisors to declare March 18<sup>th</sup> through March 24<sup>th</sup>, 2013 the fourth annual Sonoma County Restaurant Week. Restaurant Week is an event in which participating restaurants offer a specially priced three-course, prix-fixe menu. The featured menu offered by the restaurants provides local diners and visitors with a unique opportunity to enjoy new restaurants and build upon their network of restaurants they frequent.

The objectives of Restaurant Week are twofold: 1) increase customer traffic, revenue, and new clientele for restaurants during what is typically a slow month for dining out, and 2) stimulate business for local wineries and farmers by encouraging restaurants to promote locally sourced ingredients and beverages for the week. Restaurant Week will incentivize people to dine out in Sonoma County through a comprehensive marketing and public relations effort that promotes specially priced, three-course menus offered at participating restaurants.

Below is a summary of the highly successful, third annual Sonoma County Restaurant Week, held February 27 – March 4, 2013. It was a collaborative effort involving the Economic Development Board, the Sonoma County Tourism Bureau, the Press Democrat, the Sonoma County Visitors Centers/Chambers, Maverick Media, Redwood Empire Stereocasters and the North Bay Bohemian. The purpose of the event was to jump-start the local economic recovery by providing an economic stimulus for the local food & wine, farming, and hospitality sectors.

The following are highlights from the second Sonoma County Restaurant Week based on restaurant and customer survey responses:

1. Revenue
  - a. 81% of participating restaurants saw an increase in revenue compared to 2011 Restaurant Week
  - b. Average restaurant revenue increased 25% compared to 2011 Restaurant Week
2. Impact
  - a. Estimated sales tax revenue from Restaurant Week : \$99,185, a 15% increase over 2011 Restaurant Week revenues
  - b. Total value of local ingredients purchased for Restaurant Week: \$168,050, a 28% increase over 2011 Restaurant Week
  - c. Total Economic Impact: \$1.54 million, a 19% increase over 2011 Restaurant Week
3. Customer Traffic
  - a. 87% of participating restaurants saw an increase in customer traffic compared to 2011 Restaurant Week
  - b. Average restaurant traffic increased 13% compared to 2011 Restaurant Week
  - c. 17,000 customers dined out because of Restaurant Week incentives

While restaurants are the primary focus of this event, local nearby businesses also benefit from Restaurant Week due to the high traffic volume of consumers that the event brings out to restaurant areas; furthermore, restaurants will be encouraged to collaborate with a local winery and farm of their choice to promote each others' products. This increase in spending will be helpful for participating restaurants and nearby businesses during the slow tourist season.

**Prior Board Actions:**

On January 12<sup>th</sup>, 2009 your board authorized the Economic Development Department to conduct the first annual Restaurant Week. On February 21, 2012 your board adopted a resolution declaring February 27 – March 4, 2012 as Sonoma County Restaurant Week. And on September 11, 2012 your board received a report on the impact and success of the third annual Sonoma County Restaurant Week.

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

The Economic Development Board strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and services through the creation and development of economic research, analysis, and programs. Restaurant Week encourages economic activity and provides benefit to the local businesses and community.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 10,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other - TOT	\$ 10,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 10,000</b>	<b>Total Sources</b>	<b>\$ 10,000</b>

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

The EDB budgeted approximately \$10,000 for associated printing, website development, and advertising costs for the 2013 Sonoma County Restaurant Week. In addition, the EDB will receive in-kind advertising contributions from other local media outlets.

**Staffing Impacts**

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

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

None

**Attachments:**

Resolution.

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

None



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopt A Resolution Recognizing The Fourth Annual Sonoma County Restaurant Week Which Will Be Held From March 18<sup>th</sup> Through March 24<sup>th</sup>, 2013.**

**Whereas,** Sonoma County Restaurant Week has celebrated the county's farm fresh food and premier Sonoma County restaurants for the past three years.

**Whereas,** Sonoma County Restaurant has made a significant impact on the local restaurant industry in the last three years by encouraging county residents and visitors to dine out during a typically slow time of the year.

**Whereas,** in its third year, Sonoma County Restaurant Week almost 100 participating restaurants and more than 32,000 meals were served. The third annual event had an economic impact that exceeded \$1.5 million.

**Whereas,** Sonoma County Restaurant Week is a community celebrated and supported event. Local businesses and organizations sponsor the event and local residents celebrate our restaurants and food producers.

**Whereas,** the fourth annual Sonoma County Restaurant Week will continue the tradition of celebrating the culinary excellence of Sonoma County and help local restaurants during a typically slow time.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors does hereby acknowledge and declare March 18<sup>th</sup> through March 24<sup>th</sup>, 2013 the fourth annual Sonoma County Restaurant Week.

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

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Shirlee Zane

**Supervisorial District(s):**

Third District

**Title:** Gold Resolution

**Recommended Actions:**

Approve a Gold Resolution celebrating the 95th birthday of former Supervisor Helen Rudee on February 20, 2012, and recognizing her many contributions to the wellbeing of Sonoma County and its residents.

**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

## State of California

---

Date: February 26, 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, Celebrating The 95<sup>th</sup> Birthday Of Former Supervisor Helen Rudee On February 20, 2012, And Recognizing Her Many Contributions To The Well-Being Of Sonoma County And Its Residents.**

**Whereas,** Helen Rudee grew up on a North Dakota farm and studied nursing at Stanford University before moving to Sonoma County, where she raised a family and became active in PTA, then served on the Santa Rosa City Schools Board of Education from 1965 through 1976, becoming the first woman to serve as president of that board; and

**Whereas,** in 1976, Helen became the first woman elected to the Sonoma County Board of Supervisors, serving three terms between 1977 and 1989; and

**Whereas,** Helen appreciated that because it took a vote of three Supervisors to accomplish anything, no one Supervisor could honestly take all the credit; and

**Whereas,** Helen's concern with hunger in Sonoma County led to the establishment of a Blue Ribbon Task Force to investigate and research the issue, raising its profile and sparking a response that evolved into what is now the Redwood Empire Food Bank; and

**Whereas,** Helen and her fellow Supervisor, Ernie Carpenter, took charge when the county needed a new jail, touring facilities including the existing jail in Santa Rosa; it was during one of these visits when an inmate recognized Helen's voice, prompting Ernie to conclude that she had friends who found themselves at odds with the law; and

**Whereas,** Helen always ran a respectful, friendly campaign, which prompted one of her challengers, Floyd Crane, to suggest to voters that "If you don't think you can vote for me, vote for Helen - she's a nice gal"; and

**Whereas,** following her years of public service, Helen stayed active in her community, keeping a special emphasis on encouraging and mentoring women to run for elective office; and

**Whereas,** for her service to her community and influence on her times, the Press Democrat named Helen one of the 50 Most Influential People in Sonoma County during the 20<sup>th</sup> Century;

**Now, Therefore, Be It Resolved** that the Board of Supervisors of Sonoma County thanks Helen for many years of public service and for blazing the trail for women in politics in this county and beyond, and does hereby wish Helen Rudee a joyous 95<sup>th</sup> birthday.

Resolution #  
Date: 2/26/13  
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: 8**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor David Rabbitt, 565-2241

**Supervisorial District(s):**

Second District

**Title:** Gold Resolution

**Recommended Actions:**

Approve a Gold Resolution honoring the Annual Crime Prevention 2013 Police Officer of the Year (Second District)

**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	\$	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>			
<b>Attachments:</b>			
Resolution			
<b>Related Items “On File” with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, California, Proclaiming Detective Bryan Reynolds Of The Santa Rosa Police Department As The 2013 Sonoma County Officer Of The Year**

**Whereas**, Bryan Reynolds is a 28 year law enforcement veteran with over 12 years of investigative experience having worked as a Detective with the Property Crimes and Violent Crimes Teams, an Accident Investigator on the Traffic Team, and a Bomb Technician with the Bomb Unit; and

**Whereas**, on February 5, 2012, a fatal shooting occurred and the victim was shot in the chest with a large caliber weapon shortly after the suspect arrived at her bungalow. Patrol officers responded to the incident and obtained a dying declaration from the victim that included information that the suspect had called and texted her, and his phone number was in her phone; and

**Whereas**, the Violent Crime Investigations Team (VCI) was immediately called to the scene and all the VCI detectives were engaged in interviews, search warrants, crime scene duties, research, timelines, and computer workup on all parties involved; and

**Whereas**, Detective Bryan Reynolds, who was also charged with various investigative tasks, attempted to identify the suspect vehicle through the California Law Enforcement Telecommunications System (CLETS) even though this is a laborious process and there were hundreds of potential matches with the scrambled license number; and

**Whereas**, Detective Reynolds located several possibilities, but focused on one vehicle registered to a rental agency in Southern California and eventually located a representative of the rental agency in Oklahoma who was willing to give him information about the customer; and

**Whereas**, when Detectives arrived in Stockton, they immediately located the suspect's personal vehicle at the rental agency and setup surveillance. The suspect was positively identified and a request was made for a high-risk traffic stop by the Stockton Police Department. At the scene of the traffic stop the suspect challenged officers to shoot him and then ran out into traffic on Interstate 5 where he purposely positioned himself in front of an on-coming 18-wheel tractor-trailer truck, committing suicide; and

**Whereas**, Detective Reynolds' determination and attention to detail in assessing the license plate numbers and following up with the rental agency and because of his tenacity in pushing forward based on his suspicions while also handling other investigative tasks, the timeliness of identifying this

Resolution #  
Date: 2/26/2013  
Page 2

suspect was accomplished, making it possible for detectives to quickly move to Stockton, locate the suspect and attempt to arrest him.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors congratulates Detective Bryan Reynolds on being named the 2013 Sonoma County Officer of the Year.

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

**To:** The Sonoma County Agricultural Preservation & Open Space District Board of Directors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Stuart W. Martin - (707) 565-7362

**Supervisorial District(s):**

2nd

**Title:** Right of Entry Agreement

### **Recommended Actions:**

Resolution approving a Right of Entry Agreement with the State of California in connection with the Marin-Sonoma Narrows US-101 Project and Authorizing the Chair of the Board of Directors to execute said agreement (A.P.N. 019-340-001, 019-350-006, and 019-350-009).

### **Executive Summary:**

The District is requesting authorization to execute a Right of Entry Agreement with the State of California in connection with the Marin-Sonoma Narrows US-101 project. Negotiations for the eventual sale of easements over the identified portion of the property are still underway between the landowner and Caltrans.

#### **Background**

The Yee property consists of 638 acres, and is located on the east side of State Highway 101 just north of the Marin County line. The District holds a conservation easement over the entire property which was recorded in 1997. Caltrans is proposing to widen the highway by adding an HOV lane and frontage road through the "narrows" connecting Sonoma County and Marin County. In order to implement this project, the State needs to acquire 3,250 square feet for five public utility easements (PUE), 5,671 square feet for an overhead electrical easement (OEE), and 30,345 square feet for a temporary construction easement (TCE) over the Yee property.

The District's conservation easement purpose is to preserve the scenic qualities along Highway 101, preserve the agricultural uses, and preserve the open space character of the community separator between Petaluma and Novato. District staff concludes that there is very limited impact to the identified conservation values by these conveyances given the adjacency to the existing highway, the small sizes, and its minimal impact on agricultural uses.

#### **The Project**

The proposed easements are on a 413.84-acre Assessor's parcel which is a portion of the Yee property encumbered by the District's conservation easement. All of the proposed easements are located next to the existing Highway 101 right of way, and are open grassland at the base of a steep slope.



The proposed PUE's are a series of five non-contiguous areas for power pole guy wires and anchors. All of the permanent easements (PUE's and OEE) will go to Pacific Gas and Electric (P, G, & E) which will have access to them from the existing driveway through the Yee property. The OEE is a triangular shaped easement for an overhead power line which will also go to P, G & E. The TCE is for the purpose of reconnecting water lines and will be used by Caltrans until December 31, 2016 or three years from start of construction.

Currently, overhead power lines run along the highway. A fence separates the Yee property from the highway along the property line. The Yees get access directly off Highway 101. After the project is completed, there will be a frontage road between the Yee property and the freeway, making access to the property much safer. The freeway will be moved further west to accommodate the frontage road and the HOV lane.

### **Caltrans Appraisal**

The State of California Department of Transportation prepared an appraisal of the Yee property (APN's 019-340-001, 019-350-006 and 019-350-009) dated March 26, 2012. The appraisal identifies separate values for the PUEs, the OEE, and the TCE. The Sales Comparison approach was used to determine the value of the entire fee parcel to arrive at the easement values. The appraisal concluded a fee value of \$6,000 per acre or \$.14 a square foot. The PUE's and the OEE were valued at 20% of the fee value, and the TCE was valued at 10% of fee value, for a total easement value of \$1,550. The Caltrans appraiser also determined that there was no impact on existing improvements, damage to the remainder parcel, nor any cost to cure i.e. construction to mitigate for impacts.

District staff recommends that the District rely on the Caltrans appraisal to determine market value. The small amount of compensation does not justify the extra cost and staff time spent in the District commissioning its own appraisal. The appraisal cost would exceed the amount of the compensation.

### **Negotiations**

The District sent a letter to Walter Yee, Trustee of the Yee Trust, on December 3, 2012 outlining the District's position and the process for calculating District compensation. After the District letter was sent to Mr. Yee, Caltrans revised their initial \$1,550 offer with an additional \$5,000 to the Yees for a total of \$6,550. At that value, the District share of the settlement would be \$4,140.

### **Impact on Open Space Purposes**

Caltrans' intended uses of the property subject to the proposed Right of Entry Agreement are fundamentally inconsistent with the open space purposes for which the District acquired the conservation easement. However, if an agreement cannot be reached by March 20, 2012, Caltrans will acquire the above-described interests by eminent domain. Because this conveyance is involuntary in nature, and because the remainder parcel will continue to have value for agricultural and open space purposes, staff recommends approval of the proposed Right of Entry Agreement.

### **Project Timing and Next Steps**

Caltrans must initiate the Project construction as soon as possible. If a Right of Entry Agreement cannot be obtained from both the District and Yee, Caltrans will pursue acquisition of the easements by eminent domain. The Right of Entry Agreement would grant the State the irrevocable right to occupy and use the proposed easement area while negotiations continue between the parties regarding the acquisition.

If a voluntary settlement cannot be reached within a 1-year period, then Caltrans will seek to acquire the permanent property rights by condemnation. Caltrans will require a quit claim deed from the District to complete the transfer. Once agreement is reached on the settlement amount, District staff will present the project to the District's Fiscal Oversight Commission. Finally, the District's Board of Directors will approve the conservation easement acquisition.

**Prior Board Actions:** Approval of the acquisition of a conservation easement over the Yee property on April 25, 1997.

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

**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):**

Caltrans has made an offer to the Yees for a total of \$6,550. At that value, the District's share of the settlement would be \$4,140. Negotiations are still ongoing so a final settlement amount can't be determined at this time.

**Staffing Impacts**

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

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

**Attachments:**

Resolution  
Location Map  
Site Map

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

Right of Entry Agreement

# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of the Sonoma County Agricultural Preservation & Open Space District, State Of California, Approving a Right of Entry Agreement with the State of California in Connection with the Sonoma-Marin Narrows US-101 Project and Authorizing the Chair of the Board of Directors to Execute Said Agreement (A.P.N. 019-340-001, 019-350-006, and 019-350-009).**

**Whereas**, the Sonoma County Agricultural Preservation and Open Space District (“District”) owns a conservation easement identified over Assessor’s Parcel Numbers 019-340-001, 019-350-006 and 019-350-009 along the easterly side of State Highway 101 (“District’s Easement”); and

**Whereas**, the State of California (“State”) and the Sonoma County Transportation Authority are preparing to widen State Highway 101 (“Freeway Improvement Project”); and

**Whereas**, in connection with the Freeway Improvement Project, the State requires 8,921 square feet of public utility easements, and a three year temporary construction easement (“Needed Interests”); and

**Whereas**, on October 26, 2012, and again on December 5, 2012, the State conveyed an offer to purchase the foregoing Needed Interests from the Yee Trust for \$1,550.00, the appraised value according to the State, and requested that the District sign a Quit Claim Deed to convey its interests; and

**Whereas**, the State has the power of eminent domain and could acquire the Needed Interests by exercising that power; and

**Whereas**, the State’s offer to purchase the Needed Interests was made pursuant to Government Code section 7267.2, which preserves the State’s right to pursue the acquisition in a condemnation action; and

**Whereas**, negotiations between the State of California, the Yee Trust, and District have not yet been settled; and

**Whereas**, time is of the essence for the State to obtain possession of all required right-of-way in order to move forward with construction activities for the Freeway Improvement Project; and

Resolution #

Date:

Page 2

**Whereas**, in lieu of an immediate condemnation proceeding, the State has offered a Right of Entry Agreement to the District, which would grant the State the right to an irrevocable Right of Entry of the Needed Interests so that the State may commence construction activities for its Freeway Improvement Project; and

**Whereas**, the State's intended use of a portion of the District's Easement for public utility easement purposes and temporary construction easement purposes is inconsistent with the conservation purposes for which the District acquired the land; and

**Whereas**, Section 5542.5(a) of the Public Resources Code creates a rebuttable presumption that, where the easement has been acquired by an open space district for open space use, open space use is the "best and most necessary public use" as opposed to the use intended by the condemning agency. However, Code of Civil Procedure Section 1240.640 provides that, where easement has been appropriated to public use by any person other than the State, the use thereof by the State for any other public use is presumed to be a more necessary use than the use to which such easement has already been appropriated; and

**Whereas**, this Board concludes that the evidentiary presumption created by Public Resources Code section 5542.5(a) is readily rebuttable by virtue of the presumption set forth in Code of Civil Procedure section 1240.640 and therefore the District would be unlikely to prevail in litigation challenging the State's right to acquire the Needed Interests by eminent domain; and

**Whereas**, but for the credible and imminent threat of condemnation, the District would not transfer possession to the State; and

**Whereas**, this Board concludes that the conveyance of the Needed Interests accomplished through the proposed Right of Entry Agreement is not voluntary, as it is in lieu of certain condemnation by the State; and

**Whereas**, this Board further concludes that the proposed transaction is not discretionary and is therefore exempt from the California Environmental Quality Act (California Public Resources Code § 21000 *et seq*); and

**Whereas**, this Board finds that, notwithstanding the fact that the State intends to use the District's Easement for purposes inconsistent with the District's conservation efforts, the proposed Right of Entry Agreement is in the public interest because it seeks to avoid the needless public expense that would otherwise be incurred in an eminent domain proceeding brought by the State against the District; and

**Whereas**, this Board also finds that the purposes for which the District Easement was acquired will not be wholly frustrated by the conveyances contemplated by the Right of Entry Agreement because (1) the portion of the District's Easement that will be permanently

Resolution #

Date:

Page 3

conveyed in fee to the State comprises about .0003% of the original easement acreage and therefore the remainder parcel will continue to have value as an open space buffer and (2) due to the size and location of the land to be conveyed, agricultural farming will continue to be an economically viable use of the remainder parcel.

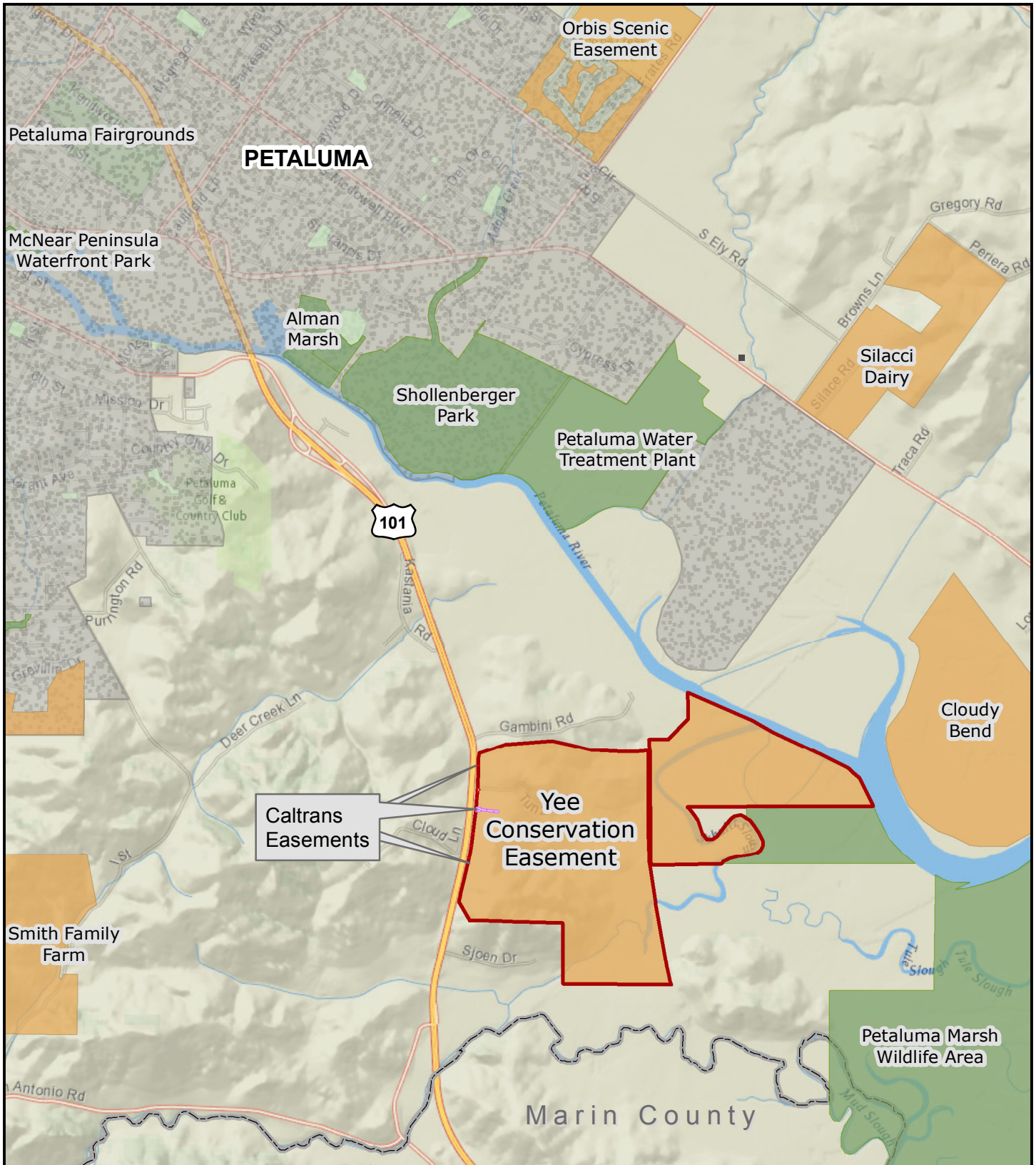
**Now, Therefore, Be It Resolved:**

1. The foregoing recitals are true and correct;
2. This Board hereby approves the Right of Entry Agreement on file with the Clerk granting the State possession of a certain portion of District's Easement, as more particularly described therein, for use by the State for the Freeway Improvement Project.
3. The Chair of the Board is hereby authorized and directed to execute the Right of Entry Agreement on file with the Clerk.

**Supervisors:**

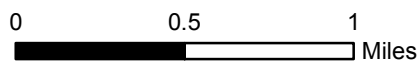
Gorin:	Zane:	McGuire:	Carrillo:	Rabbitt:
Ayes:	Noes:	Absent:	Abstain:	

**So Ordered.**



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

## Yee Conservation Easement Location Map



- Yee Conservation Easement
- Public Fee Title
- Conservation Easement
- Urban Park
- City of Petaluma



Map Date: 1/29/2013  
 Sources: Base Map (ESRI/NatGeo); City of Petaluma (County GIS); Protected Lands (GreenInfo)  
 This map is for illustrative purposes only and is not intended to be a definitive property description.

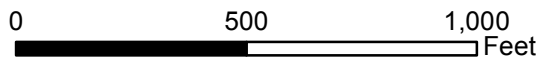







Yee  
Conservation  
Easement



**Yee Conservation Easement /  
Highway 101 Caltrans Project**



-  Yee Conservation Easement
-  Easement to PG&E
-  TCE to Caltrans



Map Date: 1/23/2013  
Sources: USGS / Sonoma County  
(2012 aerial); ESRI / NatGeo (base  
map), Sonoma County GIS (parcels)  
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: 10**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Agricultural & Open Space District

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Linda Schiltgen, Deputy County Counsel (707) 565-2421

**Supervisorial District(s):**

**Title:** Conflict of Interest Code

### **Recommended Actions:**

Adopt resolution revising conflict of interest code for the Sonoma County Agricultural Preservation and Open Space District and updating the list of designated positions.

### **Executive Summary:**

This agenda package relates to the Sonoma County Agricultural Preservation and Open Space District's own conflict of interest code.

State law requires that each local agency adopt a conflict of interest code identifying (1) those positions in which officers or employees make decisions affecting government spending ("designated employees") and (2) the types of personal interests which could be affected by those decisions ("disclosure categories"). The disclosure categories for the Sonoma County Agricultural Preservation and Open Space District's conflict of interest code are as follows:

Category 1: Investments and business positions in business entities, and income from sources, which provide services, supplies, materials, machinery or equipment of the type utilized by the District. Only investments in and sources of income from business entities, and sources of income, which do business in Sonoma County, plan to do business in Sonoma County, or have done business in Sonoma County within the past two years should be reported.

Category 2: Investments in or any interest held in real property located wholly or partially within Sonoma County; or any interest or investment in any business entity, which engages in land development or the purchase and sale of real property located wholly or partially within Sonoma County.

In addition, state law requires that at the close of each even numbered year, each agency review its



code and determine whether any changes should be made. The District reviewed its code and determined that Appendix A should be amended as follows: The position of OSD Assistant General Manager is being deleted because that position no longer exists; The positions of OSD Conservation GIS Analyst and OSD Acquisition Assistant have been added, reporting all interests in disclosure categories 1 and 2; The positions of Sonoma County Open Space Fiscal Oversight Commissioners have also been added, reporting all interests in disclosure categories 1 and 2.

The District has notified all of the employees subject to the revised code that they have a right to be heard concerning this amendment and the approval of this code. None of the employees have raised an objection.

**Prior Board Actions:**

The Sonoma County Agricultural Preservation and Open Space District last updated its Conflict of Interest Code on March 22, 2011.

**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>

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

**Staffing Impacts**

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

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

# Sonoma County Agricultural Preservation & Open Space District

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Date: February 26, 2013

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

4/5 Vote Required

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## **Resolution of the Board of Directors of the Sonoma County Agricultural Preservation & Open Space District Amending its Conflict of Interest Code**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Sonoma County Agricultural Preservation & Open Space District has reviewed its code and determined that Appendix A should be amended as attached hereto; and

**Whereas**, employees subject to the revised code have been notified of this change and of their right to be heard concerning the amendment and approval of this code, and have raised no objection to the code being amended and approved as adopted;

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** Appendix A to the Sonoma County Agricultural Preservation & Open Space District Conflict of Interest Code is hereby amended as attached. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## Appendix A -- Revised February 26, 2013

### Sonoma County Agricultural Preservation & Open Space District

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Directors	1, 2
District Counsel	1, 2
OSD General Manager	1, 2
<del>OSD Assistant General Manager</del>	<del>1, 2</del>
OSD Program Manager	1, 2
OSD Administrative & Fiscal Services Manager	1, 2
OSD Community Relations Manager	1, 2
OSD Associate Planner	1, 2
OSD Stewardship Coordinator	1, 2
OSD Land Acquisition Specialist	1, 2
OSD Assistant Planner	1, 2
OSD Technician	1, 2
<u>OSD Conservation GIS Analyst</u>	<u>1, 2</u>
<u>OSD Acquisition Assistant</u>	<u>1, 2</u>
<u>OSD Fiscal Oversight Commissioners</u>	<u>1, 2</u>
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix A -- Revised February 26, 2013

### Sonoma County Agricultural Preservation & Open Space District

#### Designated Positions:

#### Disclosure Category:

Directors	1, 2
District Counsel	1, 2
OSD General Manager	1, 2
OSD Program Manager	1, 2
OSD Administrative & Fiscal Services Manager	1, 2
OSD Community Relations Manager	1, 2
OSD Associate Planner	1, 2
OSD Stewardship Coordinator	1, 2
OSD Land Acquisition Specialist	1, 2
OSD Assistant Planner	1, 2
OSD Technician	1, 2
OSD Conservation GIS Analyst	1, 2
OSD Acquisition Assistant	1, 2
OSD Fiscal Oversight Commissioners	1, 2
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



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

**Board Agenda Date:** February 26, 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  
Mark Cleveland, RP, 565-3349

**Supervisorial District(s):**

4<sup>th</sup> District

**Title:** Service Agreement Amendment to Complete Capital Improvements on Healdsburg Ridge Open Space Preserve.

### Recommended Actions:

District: Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District ("District") to execute, on behalf of the District, a Third Amendment to Construction Contract Administration Services Agreement ("Third Amendment"), increasing the contract amount by \$20,000 for a not-to-exceed total of \$305,000, to complete the Healdsburg Ridge Open Space Preserve Capital Improvements ("the Project").

County: Authorize the Director of Regional Parks Department ("Regional Parks") to execute the Third Amendment on behalf of the County.

### Executive Summary:

This item is to request an amendment to a Service Agreement between the District and Regional Parks for Construction Contract Administration Services in order to complete the final capital improvements on the Healdsburg Ridge Open Space Preserve ("The Preserve"). The capital improvements include the construction of a 3.5-mile trail network, trailhead improvements, and associated structures such as bridges and boardwalks. Most of these improvements have been completed and are being enjoyed by the citizens of Sonoma County on a daily basis. This third amendment will provide for the cost overruns totaling \$10,323.00, that occurred at the end of the construction season in 2012, as well as additional tasks necessary to complete the capital improvements totaling \$9,677.00.

In particular, the cost overruns and additional capital improvement costs are attributable to four factors:

- 1) The District and Regional Parks worked with the Conservation Corps North Bay ("C.C.N.B.") to complete the final trail work in order to utilize grant funding for labor through Proposition 84. However, Regional Parks, under the service agreement with the District, was required to cover

the costs of the equipment and supplies furnished to the C.C.N.B. crews to construct the trail features and perform erosion control. The District and Regional Parks staff agreed that special aggregate material needed to be used to harden the trail at a trail junction near the trailhead to reduce erosion. This special material was purchased and delivered by Campbell Grading and installed by the C.C.N.B. crews.

- 2) The District and Regional Parks were required to divide the project into two phases because the regulatory permits were not completed in time to complete the work in the first phase, so parts of the project subject to permitting could not be done until later in the construction season. This delay increased the amount of Regional Parks planner time needed to complete the remaining tasks in Phase 2.
- 3) The District and Regional Parks agreed to cover the costs to train the C.C.N.B. crews in the proper design and construction of an armor crossing. A stone mason from another trail construction company was used to train the crews in the proper technique.
- 4) Finally, the District and Regional Parks agreed to complete capital improvements that will ensure a safe and enjoyable experience by the visitors to the Reserve. These improvements include directional trail and trailhead signs and benches to be installed on each of the vista points across the Preserve.

In addition, the District is committed to completing the final components of the capital improvements to provide safe public access across the Healdsburg Ridge Open Space Preserve. These tasks include the installation of redwood benches (produced by the Sonoma County Probation Camp) on five vista points, installation of permanent, long-lasting trail signs, and a new trailhead sign and housing for the southern entrance into the preserve. Finally, the District will update and replace the trailhead sign panel to reflect all the newly improved trails and recreational opportunities to be installed at the Arabian Way and southern trailheads.

Under the Matching Grant Agreement between the City of Healdsburg and the District, the District agreed to complete these capital improvements prior to transfer of the property in November 2013. The proposed amendment to the Regional Parks agreement will facilitate that completion. The amendment will add \$20,000 to the existing contract of \$285,000, for a revised contract total not-to-exceed \$305,000.

The District is currently negotiating with the City of Healdsburg to complete the transfer of Healdsburg Ridge Open Space Preserve to the City by November 15, 2013. However, in case of delays due to weather or other variables the term of the contract is extended until December 31, 2013 to allow Regional Parks sufficient time to complete these final improvements.

**Prior Board Actions:**

On June 3, 2008, Resolution 08-0506, the District Board adopted a Mitigated Negative Declaration and Mitigation Monitoring Program, approved the Healdsburg Ridge Open Space Preserve Management Plan, and authorized the General Manager to execute the Matching Grant Agreement with the City of Healdsburg. On February 1, 2011, the District Board of Directors and the County Board of Supervisors approved a Service Agreement between the District and Regional Parks for construction contract administration services to complete the capital improvements for Healdsburg Ridge Open Space Preserve. On June 12, 2012, the District amended this service agreement to include all construction costs and full implementation of project.

<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
The proposed service agreement amendment supports protecting and managing open space land and future development of an open space preserve, and supports promoting health of the natural resources and recreational opportunities in Sonoma County.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$            20,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$            20,000
	\$	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>			
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>			
1. Amendment to Construction Contract Administration Services with Regional Parks for the Healdsburg Ridge Open Space Preserve Capital Improvements Project.			
<b>Related Items "On File" with the Clerk of the Board:</b>			



**THIRD AMENDMENT TO AGREEMENT BETWEEN  
THE COUNTY OF SONOMA  
AND  
THE SONOMA AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT  
FOR CONSTRUCTION CONTRACT ADMINISTRATION SERVICES  
(Healdsburg Ridge Capital Improvements)**

This Third Amendment (“the Amendment”) is entered into on the date last shown below (“Effective Date”) by the County of Sonoma, a political subdivision of the State of California (“the 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 section 5500 et seq. (“the District”), acting by and through its General Manager.

**Recitals**

A. On November 22, 2010, County and District entered into Agreement in the amount of \$24,173.35 employing the services of the County to conduct any further environmental review for the improvements identified in Exhibit A, and to construct those improvements either by procurement or on force account.

B. On February 14, 2011, County and District amended the Agreement 1) to add \$60,826.65 for a total amount not to exceed \$85,000.00 and 2) to add to the scope of work additional improvements necessary to enhance public enjoyment of the Healdsburg Ridge Open Space Preserve, and to employ the services of the County to continue to procure and contract with experienced contractors for those improvements.

C. On June 12, 2012, County and District amended the Agreement 1) to add \$200,000.00 for a total amount not to exceed \$285,000.00, and 2) to add to the scope of work, including completion of trailhead development, new trail construction, additional improvements to property and associated professional services and direct costs.

D. In the judgment of the Board of Directors of the District, it is necessary and desirable to amend the Agreement 1) by amending the scope to include additional road restoration and rehabilitation, trail signage, and drainage lens on Fox Pond Run; and 2) to add \$20,000.00 for a total amount not to exceed \$305,000.00 to cover these additional tasks.

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

**Agreement**

1. Article [1], section (a) and (d) of the Agreement are amended to read as follows:

*“County’s obligations. County will:*

(a) Perform the services and complete the improvements identified in Exhibits A, A2, A3, and A4 attached hereto and incorporated by reference; and

(d) Complete the County's obligations under this Agreement by December 31, 2013, including but not limited to administering any construction contracts such that the construction is completed by December 31, 2013, in accordance with all regulatory permits, and the Negative Declaration; and"

2. Article [2] section (b) of the Agreement is amended to read as follows:

*"District Obligations.* District will:

(b) Review and, to the extent warranted, allow the County's claims for payment in a timely manner in accordance with the Payment Terms attached hereto as Exhibit B and incorporated herein; payment for services performed by County will not exceed \$305,000.00; payment amounts for actual construction costs for tasks identified in Exhibit A4."

3. Except to the extent the Original Agreement is specifically amended or supplemented hereby, the Original 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 Original Agreement or any right of County arising thereunder.

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

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

COUNTY: SONOMA COUNTY REGIONAL PARKS

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

Caryl Hart, Director

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

APPROVED AS TO SUBSTANCE FOR COUNTY:

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

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

DISTRICT: SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE DISTRICT

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

William J. Keene, General Manager

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

APPROVED AS TO SUBSTANCE FOR DISTRICT:

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

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

## EXHIBIT A:

### Scope of Work:

#### Project Name: Healdsburg Ridge Open Space Preserve Project Planning and Coordination and Environmental Compliance

Sonoma County Regional Parks Department – Planning Division to complete the following three components to the Healdsburg Ridge Open Space Preserve Capital Improvements project:

- 1) Environmental compliance and CEQA Addenda,
- 2) Drainage improvement on paved road, and
- 3) New trail construction of All-the-Oaks trail bypass.

These tasks will require close coordination with District staff to define and develop the professional services required to complete the design, environmental compliance, general contractor contracting, trail contractors contracting, and trail construction scope of work. Regional Parks Planning Division will be responsible for planning and scheduling all aspects of the project development.

Regional Parks Planning Division will complete these three project components in accordance to the following references:

- Healdsburg Ridge Management Plan (Approved by the District’s Board of Directors in June 2008)
- Healdsburg Ridge Initial Study and Mitigated Negative Declaration (Adopted by Board of Directors in June, 2008).

Below is a list of Regional Parks’ tasks under this contract:

#### **1) Environmental Compliance and CEQA Addenda (Environmental Specialist)**

- a. Preparation of an addendum for Initial Study based on field visit and additional information provided by District staff. (24 hours)
  - i. Addendum should include analysis of proposed trail realignments, potential tree removal , revised stream crossings and any other additional potential environmental impacts.
- b. Preparation of a categorical CEQA exemption for drainage improvement along paved road.  
(5 hours)
- c. Coordination of Section 106 analysis in compliance with U.S. Army Corps permitting.
  - i. Prepare draft scopes for cultural resource assessment. (20 hours)
- d. Assess permit conditions as applied to capital improvements, trail construction and best management practices described in the initial study/mitigated negative declaration and permit conditions to ensure consistency and monitoring of proposed mitigative actions. (16 hours)
- e. Site visits as required for field verification or research. (32 hours)
- f. Provide project description and review documents – Senior Planner (8 hours)

Estimated time: Environmental Specialist - 97 hours = \$100.38/hour = \$10,686.30  
Senior Planner – 8 hours = \$118.68/hour = \$949.44

**2. New trail construction and related capital improvements.**

**(Senior Planner)**

- a. Preparation of schematic design/narrative description of the following capital improvements:
  - i. All-the-Oaks trail bridge and abutments (in collaboration w/ others) (12 hours)
- b. Finalize trail log with trail structures and trail tread construction. (4 hours)
- c. Review scope of work and assist in selection of trail contractor to complete trail tread construction in collaboration with District. (4 hours)
- d. Coordination of project management and construction management including reviewing construction schedules and submittals, payment requests, contract management. (10 hours)
- e. Review and provide criteria for final design for contracted and non-contracted (in-house) work. (8 hours)
- f. Coordinate with Permit and Resource Management Department (PRMD), contractors and consultants to secure necessary ministerial or environmental permits and comply with permit conditions. (8 hours)

Estimated time: Senior Planner – 46 hours = \$118.68/hour = \$5459.28

Direct Costs:

Soil Lab Compaction Testing (if needed) = \$1,600.00  
 Transportation = \$500

**3. Drainage improvement on Access Road. (Senior Planner)**

- a. Analysis of existing drainage and proposed solutions to reduce potential for additional erosion. (2 hours)
- b. Coordination and selection of contractor to complete improvements. (2 hours)
- c. Project implementation supervision. (4 hours)

Estimated time: Senior Planner – 8 hours = \$118.68/hour = \$949.44

**B. Schedule**

Task #	Start Date	Finish Date
Task 1	July 1, 2010	June 30, 2011
Task 2	July 1, 2010	June 30, 2011
Task 3	July 1, 2010	June 30, 2011

**C. Summary Totals by Project and Task**

Tasks	Estimated Work Hours	Rate (\$/hr.)	Total
Task 1	97	\$100.38	\$10,686.30
	8	\$118.68	\$949.44
Task 2	46	\$118.68	\$5459.28
Task 3	8	\$118.68	\$949.44
Direct Costs			\$2100.00
Contingency (20%)			\$4028.89
<b>Total Labor</b>			<b>\$24,173.35</b>

**EXHIBIT B**  
**PAYMENT TERMS**

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1. *Labor.* District will reimburse County for all direct and indirect labor costs and administrative costs reasonably and necessarily incurred by County in the performance of its obligations under this Agreement.<sup>1</sup>

A. *Direct Labor Costs.* The hourly rate for direct labor costs (inclusive of salary and benefits) shall be calculated using the applicable rate set forth in the County's Adopted Budget (as adjusted) for the applicable fiscal year and for the employee performing the work.

B. *Indirect Costs.* Should the County have an approved indirect cost rate that can be applied to the direct labor costs or an approved billing rate that is inclusive of both direct and indirect costs, either of those rates are allowable to determine indirect costs to the program.

C. *Adjustment of Factors.* The foregoing factors may be adjusted, from time to time, by County if approved by District's General Manager.

2. *Materials, Supplies and Contract Labor.* District will reimburse County for all costs reasonably and necessarily incurred in purchasing materials, supplies and contract labor required by County to perform its obligations under this Agreement.

A. *Procurement.* County shall follow the procurement procedures required by laws applicable to a special district created by Public Resources Code section 5500 et seq. and shall, in any event, assure that costs do not exceed fair market value.

B. *Invoices.* Reimbursement shall be conditioned on County submitting written invoices to District's General Manager that reflect compliance with applicable procurement requirements and provide sufficient information so that District's General Manager can make an informed decision as to whether to allow, partially allow or disallow the amount claimed.

3. *Budgeting.* Annually and at the earliest convenient time, County's Director of Regional Parks shall inform District's General Manager of preliminary budget estimates of the cost of performing County's obligations under this Agreement.

4. *Invoice Frequency.* County shall invoice for all labor costs on a quarterly basis and for all material and supply costs as they are incurred.

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## EXHIBIT A2

### Project Name: Healdsburg Ridge Open Space Preserve Trailhead Development, Trail Construction and Capital Improvements

#### Scope of Work

Sonoma County Regional Parks Department – Planning Division to complete the following three components to the Healdsburg Ridge Open Space Preserve Capital Improvements project:

- 1) Trailhead Development
- 2) New trail construction, and
- 3) Associated professional services and direct costs.

These tasks will require close coordination with District staff to define and develop the professional services required to complete the design, environmental compliance, general contractor contracting, trail contractors contracting, and trail construction scope of work. Regional Parks Planning Division will be responsible for planning and scheduling all aspects of the project development.

Regional Parks Planning Division will complete these three project components in accordance to the following references:

- Healdsburg Ridge Management Plan (Approved by the District's Board of Directors in June 2008)
- Healdsburg Ridge Initial Study and Mitigated Negative Declaration (Adopted by Board of Directors in June, 2008).

Below is a list of Regional Parks' tasks under this contract:

#### 1) Trailhead Development (Senior Planner)

- c. Preparation of schematic design/narrative description of the following capital improvements:
  - i. Arabian Way trailhead design to meet accessible standards and drains appropriately (28 hours)
  - ii. Fox Pond bridge and abutments across dam spillway (16 hours)
  - iii. Fox Pond accessible trail and overlook platform (20 hours)
  - iv. Access road drainage ditch improvement (into private parcel) (12 hours)
  - v. Detention pond design below drainage ditch along paved access road (12 hours)
  - vi. Fencing of access road to prevent public access onto neighbor's private property (16 hours)
- b. Present plans and proposed schedule to City of Healdsburg for review in coordination with District staff. (4 hours)
- c. Preparation of bid documents and advertise contract. (10 hours)
- d. Evaluate bids, select general contractor and award bid to complete improvements. (4 hours)
- e. Coordination of project management and construction management including reviewing construction schedules and submittals, payment requests, contract management. (32 hours)
- f. Review and provide criteria for final design for contracted and non-contracted (in-house) work. (12 hours)
- g. Coordinate with Permit and Resource Management Department (PRMD), contractors and consultants to secure necessary ministerial or environmental permits and comply with permit conditions. (12 hours)

**Task Subtotal: Estimated time: Senior Planner – 178 hours = \$118.68/hour = \$21,125.04**

**2) New trail construction and related capital improvements.**

**(Senior Planner)**

b. Preparation of schematic design/narrative description of the following capital improvements:

- ii. Nancy's Hill trail boardwalk and abutments (in collaboration w/ others) (8 hours)
- d. Finalize trail log with trail structures and trail tread construction and integrate with existing road log for Fox Pond Run. (4 hours)
- e. Present plans and proposed schedule to City of Healdsburg for review in coordination with District staff. (4 hours)
- f. Prepare scope of work, bid documents and pre-qualification requirements. (10 hours)
- e. Evaluate and assist in selection of trail contractor to complete trail tread construction in collaboration with District. (4 hours)
- f. Coordination of project management and construction management including reviewing construction schedules and submittals, payment requests, contract management. (20 hours)
- g. Review and provide criteria for final design for contracted and non-contracted (in-house) work. (8 hours)
- h. Coordinate with Permit and Resource Management Department (PRMD), contractors and consultants to secure necessary ministerial or environmental permits and comply with permit conditions. (8 hours)

**Task Subtotal: Estimated time: Senior Planner – 66 hours = \$118.68/hour = \$7832.88**

**3) Additional professional services and direct costs.**

Direct Costs:

- A. Building Plan Check and Permit fees = \$3,800
- B. Printing for Reproduction of Plans and Specs (30 sets) = \$1600
- C. Mailing cost for packages to Exchanges = \$139
- D. Bid advertising costs (Press Democrat x2) = \$3,300
- E. Geotech Engineer (Soils testing & design recommendation) = \$4,500
- F. Civil and Structural Engineering (bridge abutments) = \$13,000

**Task Subtotal: Services and Direct Costs = \$26,339**

**Subtotal: = \$55,296.92**

**Contingency (10%) = \$ 5,529.69**

**Total estimated costs: = \$60,826.61**

**B. Schedule**

<b>Task #</b>	<b>Start Date</b>	<b>Finish Date</b>
<b>Task 1</b>	<b>February 1, 2011</b>	<b>June 30, 2012</b>
<b>Task 2</b>	<b>February 1, 2011</b>	<b>June 30, 2012</b>

**C. Summary Totals by Project and Task**

<b>Tasks</b>	<b>Estimated Work Hours</b>	<b>Rate (\$/hr.)</b>	<b>Total</b>
<b>Task 1</b>	<b>178</b>	<b>\$118.68</b>	<b>\$21,125.04</b>
<b>Task 2</b>	<b>66</b>	<b>\$118.68</b>	<b>\$7,832.88</b>
<b>Direct Costs</b>			<b>\$26,339.00</b>
<b>Total Labor</b>			<b>\$60,826.61</b>



## EXHIBIT A3:

### Project Name: Healdsburg Ridge Open Space Preserve Trailhead Development, Trail Construction and Capital Improvements

#### Scope of Work

Originally, Sonoma County Regional Parks Department was contracted by the District to complete the following components to the Healdsburg Ridge Open Space Preserve Capital Improvements project:

- 1) Trailhead Development
- 2) New trail construction, and
- 3) Associated professional services and direct costs.

These components and original budget were developed to utilize the professional services required to complete the design, environmental compliance, general contractor contracting, trail contractors contracting, and trail construction scope of work. Regional Parks Planning Department was responsible for planning and scheduling all aspects of the project development.

The preliminary cost estimates were wide ranging and so the District and Regional Parks opted to see how the competitive market would respond to a bid listing advertised to attract capable contractors for this project on Healdsburg Ridge Open Space Preserve. The District would then amend the contract so that Regional Parks would be responsible for managing all construction contracts to complete the capital improvement projects within the Preserve.

To expedite the implementation of the capital improvements, the District and Regional Parks recognized the need to design, order and purchase the pedestrian bridge across the Fox Pond spillway. The specifications were completed and the order submitted to a Bay Area bridge production company and paid for by Regional Parks in order to have it ready for installation once the construction contract was awarded.

Finally, the District and Regional Parks identified additional needs outlined in the amended Scope of Work that include drainage improvements, fencing and signage for the preserve.

Below is an itemized list of additional tasks required to complete the capital improvement projects at Healdsburg Ridge Open Space Preserve.

#### **1) New trail construction and related capital improvements.**

- a. Rough cut trail construction on Nancy's Hill trail to completion.
  - i. Contract with service provider to cut trail to grade and outslope outside of jurisdictional waters and wetlands.
  - ii. Coordinate with Conservation Corps North Bay (CCNB) to finish trail tread construction and maintain BMP erosion control along trail tread construction.
- b. Improve drainage on Fox Pond Overlook trail to properly outslope and eliminate erosion from poorly drained trail.
- c. Fox Pond Run trail improvements including drainage lens and culvert removal and armored dips.
- d. Rehabilitate the old ranch road from Ridge down to barn foundation.
- e. Construction of Ridge Trail spur to overlook on Healdsburg Ridge.
- f. Provide materials for boardwalks, erosion control, drainage lens, etc.

**2) Resource improvements**

- a. Armor trail junction and fence switchback at All-the-Oaks trail intersection with Fox Pond Run.
- b. Install benches and picnic tables at designated spots.
- c. Design, fabricate and install trail signs and trailhead kiosk at Arabian Way and near Russian River Overlook (near Callahan property entrance point).
- d. Coordinate sign installation with CCNB crews.
- e. Provide materials for signs, trailhead kiosk, benches, picnic tables, etc.
- f. Bridge spec design and purchase of bridge structure and abutments.
- g. Installation of easement fencing along paved access road into northern central portion of the Preserve (Lalonde easement).
- h. Improvement of drainage (armoring and installing energy dissipaters) along paved road into Lalonde property.

**3) Additional professional services and direct costs**

- a. Printing and advertising bid packets.
- b. Field supervision on boardwalk and technical oversight, installation of pedestrian bridge on Fox Pond spillway.

TASK DESCRIPTION	STAFF HOURS	RATE	TOTAL COST
<b>Task 4. Additional Services and Direct Costs</b>			<b>\$27,445.20</b>
A. Drainage repair on north gate Asborno property			\$4,995
B. Pedestrian Bridge Span (Fox Pond spillway)			\$17,742
C. Fencing along road easement to North Gate (LaLonde property line)			\$4,708
<b>Task 5. Contractor</b>			<b>\$148,406.05</b>
A. Bid for Project			\$139,940
B. Approved Change Orders:			
Rolling Dips			\$5,304
Prep and infill of fire road			\$735
Silt fencing install			\$362
ADA rock wall install			\$2,065
<b>Task 6. Bid for Remaining Tasks (Spring 2012)</b>			<b>\$5,000.00</b>
A. Nancy's Hill continuation			\$5,000
B. Fox Pond Run drainage lens and culvert removal			
C. Fox Pond Vista road to trail conversion			
D. Boardwalk install			
E. Printing and Advertising Bid Packets			
F. Materials for boardwalks			
<b>Total</b>			<b>\$200,000</b>

## EXHIBIT A4:

### Project Name: Healdsburg Ridge Open Space Preserve Trail Construction, Trail Amenities and Environmental Compliance

#### Scope of Work

Originally, Sonoma County Regional Parks Department was contracted by the District to complete the following components to the Healdsburg Ridge Open Space Preserve Capital Improvements project:

- 1) New trail construction;
- 2) Construction oversight; and,
- 3) Environmental compliance.

These components and original budget were developed to utilize the professional services required to complete the project design, environmental compliance, general contractor contracting, trail contractors contracting, and trail construction scope of work. Regional Parks Planning Department is responsible for planning and scheduling all aspects of the project development. The District was responsible for managing a grant-funded labor source contract with Conservation Corps North Bay (CCNB) and a trail design and construction oversight contract with the Bay Area Ridge Trail Council (BARTC).

The contract requires an amendment in order to cover four areas of adjustments made to the original scope and associated amendments (A – A3): 1) equipment and materials, 2) environmental permitting, 3) training and 4) additional capital improvements. In particular, the scope of work includes:

*A. Equipment and Materials:*

- **Equipment:** Provide equipment and supplies to the Conservation Corps North Bay (CCNB) crews to construct two boardwalks and a puncheon, and perform erosion control. CCNB crews have been contracted separately by the District to complete the Nancy's Hill trail.
- **Rock Material:** A portion of the trail junction between All-the-Oaks trail and Fox Pond Run was subject to degradation after heavy rains. A special order rock material must be delivered, dispersed and compacted to improve drainage and stabilize the trail tread.

*B. Environmental Permitting:*

- **Environmental Permitting Delays:** The timing of implementation of trail construction and trail feature construction (i.e., boardwalks and puncheon) was originally scheduled to ensure proper environmental permits were approved by the California Department of Fish and Game (CDFG) and the Regional Water Quality Control Board (RWQCB). CDFG promptly approved the project but RWQCB did not respond as quickly and therefore the scheduling of project implementation needed to be adjusted. The project, essentially, had to be divided into two phases because the regulatory permits were not completed in time requiring additional professional time from Regional Parks planning staff.

C. *Training:*

- **Coordinate Rock Training for Labor Crews:** Secure the services of a stone mason to train the CCNB crews in the construction of armored crossings. Construct approximately 15 drainage lens across the trails to ensure proper drainage and reduce the potential for erosion.

D. *Capital Improvements:*

- **Trail Sign Fabrication and Installation:** Regional Parks Art Department will fabricate 20-25 directional signs and install them throughout the preserve. This requires posts, concrete, sign templates and artwork. Signs will be designed by a third party not associated with this contract.
- **Trailhead Sign Installation:** The District plans to install an additional trailhead sign for the southern entrance into the preserve. The sign housing will be fabricated by a third party as will the sign panel. Regional Parks staff will assist in the installation of the trailhead sign.
- **Vista Site Benches:** Five sites have been identified for the installation of 6' redwood benches with backs to be produced by Sonoma County Probation Camp. These benches will be delivered to the Preserve and will need to be installed by Regional Parks staff or volunteers. Each bench will require a concrete pad and anchor for installation.

Below is an itemized list of additional tasks required to complete the capital improvement projects at Healdsburg Ridge Open Space Preserve.

**A. Equipment and Materials**

**1) New trail construction and related capital improvements.**

- a. Provide front-loader for hauling of materials to remote site from staging area.
  - i. Coordinate with Conservation Corps North Bay (CCNB) to install armored crossings and improve drainage by transporting and hand constructing all drainage features on Nancy's Hill trail.
  - ii. Locate rock material to prevent switchback cutting or braided trails.
- b. Provide materials for boardwalks, erosion control, drainage lens, etc. (rock, lumber and hardware).

**2) Trail tread stabilization – All-the-Oaks trail to Fox Pond Run**

- a. Deliver crushed granite to site to blend trail junction, improve drainage and eliminate standing water.

**B. Environmental Permitting**

**3) Additional professional services and direct costs**

- a. Adjust project planning to accommodate regulatory permitting conditions and constraints.
- b. Field supervision on boardwalk and technical oversight, installation of pedestrian bridge on Fox Pond spillway.

**C. Training**

**4) Coordinate training with rock mason.**

- a. Utilize field expert in drainage lens construction to train CCNB crews.
- b. Coordinate with BARTC trail oversight coordinator.

**D. Capital Improvements**

**5) Install directional trail signs throughout Preserve**

- a. Approximately 20-25 signs will be fabricated by others.
- b. Regional Parks staff will install new directional trail signs throughout Preserve.
- c. Signs will replace existing signs or be new sign installations throughout the Preserve.

**6) Install new trailhead sign at the southern entrance into the Preserve.**

- a. Trailhead sign panel and housing will be produced and delivered to the Preserve by a third party.
- b. Trailhead sign will be installed by Regional Parks staff.

**7) Install five redwood benches at vista points across the Preserve.**

- a. Regional Parks will purchase redwood benches from Sonoma County Probation Camp.
- b. Benches will be delivered to the Preserve.
- c. Benches will be installed by Regional Parks staff or volunteers at the vista points throughout the Preserve using concrete anchors to install.

TASK DESCRIPTION	AMOUNT	STAFF HOURS	RATE	TOTAL COST
1. New trail construction (equipment)				\$2,300
2. Trail tread stabilization (materials, rock)				\$1,825
3. Professional Services – Planner	24		\$138.75	\$4,248
Professional Services – Planning Technician	20		\$45.88	
4. Crew training (drainage lens construction)				\$1,950
5. Trail sign installation	25		\$150	\$3,750
6. Trailhead installation – housing + panel	1		\$242	\$242
7. Redwood bench purchase and installation	5		\$750	\$3,750
Contingency (25%)				\$1,936
<b>Total</b>				<b>\$20,000</b>



## 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 Directors of the Sonoma County Agricultural Preservation and Open Space District; and  
Board of Supervisors of Sonoma County

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Kathleen Marsh, 565-7267

**Supervisory District(s):**

All

**Title:** Contract with Regional Parks for Land Maintenance Services for District-Owned Properties

### **Recommended Actions:**

Authorize the General Manager to execute an agreement for services with Sonoma County Regional Parks Department for land maintenance services for the period of March 1, 2013 through February 28, 2016, for a total not to exceed \$60,000.

### **Executive Summary:**

The District is requesting authorization to enter into a contract with Regional Parks for land maintenance services for 3 years for a total of \$60,000.

The District currently owns approximately 7,500 acres of land. This contract is for maintenance on 14 properties that total approximately 4,900 acres (Attachment 1). These properties require on-going stewardship, which includes maintenance and repairs to infrastructure, tree trimming, brush removal, property cleanup, trash removal, and firebreak mowing. The District does not have adequate staffing to perform these maintenance tasks, and therefore requires assistance.

Since 2009, the District has contracted with the County of Sonoma Regional Parks Department (Parks) for land maintenance and repair on these properties. The current agreement for services between the District and Parks will expire on March 13, 2013. In an effort to test the market for potential other service providers, on May 7, 2012, the District issued a Request for Proposal (RFP) for Fee Land Maintenance. This RFP was sent to several entities, including Regional Parks and the Sonoma County Water Agency. Regional Parks responded to the RFP and was selected based on their demonstrated ability to perform the needed tasks, experience performing such tasks, and their costs relative to the scope of services.

These properties will continue to require maintenance services until an appropriate entity is identified to hold fee title to these lands. The transfer date of these lands is undetermined at this point.

<b>Prior Board Actions:</b>			
On August 4, 2009 the Board of Directors authorized the General Manager of the District to execute a contract with Parks for \$90,000 for maintenance and repair of specified Fee properties.			
<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	\$ 60,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 60,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 60,000</b>	<b>Total Sources</b>	<b>\$ 60,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The District has this expense budgeted in its FY 12-13 budget. Its 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>			
1. Agreement for Services			
<b>Related Items "On File" with the Clerk of the Board:</b>			

**Agreement for Services**

For the period of February 1, 2013 through January 31, 2016, the Sonoma County Agricultural Preservation and Open Space District (District) will require the assistance of the Sonoma County Regional Parks Department to provide occasional minor construction, maintenance and repair services on District fee properties. Such services will be required on the following properties listed below.

1. Calabazas Creek Open Space Preserve
2. Carrington Coast Ranch
3. Dogbane Preserve
4. Haroutunian South
5. Keegan and Coppin
6. Ho
7. Montini Open Space Preserve
8. Oken
9. Paulin Creek Preserve
10. Poff Ranch
11. Saddle Mountain
12. San Francisco Archdiocese
13. Sonoma Mountain Ranch (Walsh)
14. Young-Armos
15. Other District owned properties, as mutually agreed

Such services shall include minor projects work such as small sign installation, fence repairs, tree trimming or brush removal, property clean up, trash removal and firebreak mowing, and spraying for the control of weeds and invasive plant species. Spraying will be performed by a licensed applicator or under the supervision of a licensed applicator, and will follow all applicable laws and regulations. District staff (or volunteers under District staff direction) will provide Regional Parks Department staff with detailed work tasks and/or instructions. When any project involves volunteers or community service work crews, parks staff will be available to direct or to supervise the work to completion.

Additionally, the District may request law enforcement patrolling by Regional Parks ranger staff as needed to address homeless encampments and to discourage trespassing and vandalism.

All maintenance work will be conducted with District staff supervision and/or direction.

The District agrees to pay the Sonoma County Regional Parks Department up to an amount not to exceed sixty thousand dollars (\$60,000) at the hourly staffing rates approved by the Board of Supervisors.

The District and the County mutually represent and acknowledge that they are self-insured and are insured through a pooled-risk joint powers authority and that the programs represent reasonable assurance of the ability of each to perform their respective obligations under this agreement.

We agree to the above requested job tasks for the time and compensation delineated.



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Caryl Hart, Executive Director  
Sonoma County Regional Parks Department

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Date

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William J. Keene, General Manager  
Sonoma County Agricultural Preservation  
and Open Space District

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Date



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

George Lincoln / 521-1808

**Supervisorial District(s):**

Fourth District

**Title:** Sludge Hauling and Rag Bin Pickup Services

### **Recommended Actions:**

Authorize Chair to execute an agreement with Industrial Waste & Debris Box Rentals, Inc., dba Industrial Carting to provide rag bin and sludge hauling services for Airport-Larkfield-Wikiup Sanitation Zone Wastewater Treatment Plant in the amount of \$255,000 (\$85,000 each year for 3 years) agreement terminates on December 31, 2015.

### **Executive Summary:**

#### **HISTORY OF ITEM/BACKGROUND**

The Sonoma Valley and Russian River County Sanitation Districts, operated by the Sonoma County Water Agency (Water Agency) have contracted with Industrial Carting (Hauler) since 1991 to remove and haul sludge produced by the District's wastewater treatment plants. The Hauler has historically removed and hauled rag and debris bins from the Airport-Larkfield-Wikiup Sanitation Zone (Zone) Wastewater Treatment Plant (Plant), owned and operated by the Water Agency, to a disposal site. The Water Agency has historically contracted out the removal and disposal of sludge from the wastewater treatment ponds at the Plant. In an effort to reduce costs, the Water Agency is currently performing sludge removal from the wastewater treatment ponds with Water Agency staff.

Under the proposed Agreement, the Hauler will haul and dispose of sludge and rag bin waste produced by the Zone wastewater treatment plant to a disposal site, currently Redwood Landfill in Novato. Sludge quality and landfill requirements change and occasionally the sludge and/or rag bin waste must be hauled to alternate landfills. The Water Agency may need to negotiate the rate for use of alternate landfills at the time of the haul. The proposed agreement authorizes the General Manager to negotiate and agree to rates as necessary when sludge/bin waste needs to be sent to alternate landfill sites. Such new rates will be documented in writing and signed by the General Manager and Hauler, and are subject to the payment caps in the Agreement. The proposed Agreement is a three-year agreement with an annual amount not to exceed \$85,000 per year. Future fiscal year budgets for the Zone will include the annual cost associated with the proposed Agreement.

**SELECTION PROCESS**

On August 25, 2011, the Water Agency sent a Request for Qualifications to four firms: Synagro Technologies, Waste Solutions Group, EnviroCare International, and Industrial Carting, Inc. In general, Request for Qualifications and/or Request for Proposals are required every two years, the August 2011 Request for Qualifications is within that time period. Industrial Carting, Inc. was the only firm who responded to the Request for Qualifications. The hauling rates Industrial Carting, Inc. charges are competitive with what other local municipalities are paying for similar services.

Industrial Carting, Inc. is a duly qualified and licensed hauling firm, with expertise in the removal and hauling of sludge produced by wastewater treatment plants, and related services.

**SERVICES TO BE PERFORMED**

Under the proposed Agreement, the Hauler will remove and haul sludge, rags, and other debris produced by the Water Agency’s Airport-Larkfield-Wikiup Sanitation Zone wastewater treatment plant to a disposal site.

**Prior Board Actions:**

None.

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

The removal of sludge will help our community maintain and have access to a reliable waste management system.

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

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 85,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 85,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 85,000</b>	<b>Total Sources</b>	<b>\$ 85,000</b>

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

\$85,000 per year for 3 years for a total of \$255,000. Funds are available in the FY 12/13 Sanitation Zone Airport/Larkfield/Wikiup Operations budget for this contract year and future fiscal years costs will be included in the FY 13/14 and 14/15 budgets.

<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>			
N/A			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Agreement (4 Copies)			

RW\FILESERVER\DATA\CL\AGENDA\AGREES\02-26-2013 WA SLUDGE HAULING AND RAG  
BIN PICKUP\_SUMM.DOCM

CF/70-706-21 INDUSTRIAL CARTING, INC. (AGREE FOR SLUDGE HAULING SERVICES AND RAG  
BIN PICKUP SERVICES FOR AIRPORT-LARKFIELD-WIKIUP SZ TP) TW 12/13-053 (ID 4526)



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Wendy Gjestland / 521-1866

**Supervisorial District(s):**

All Districts

**Title:** Watershed Sanitary Survey Update

### **Recommended Actions:**

Authorize Chair to execute an agreement with Leslie S. Palencia, dba Palencia Consulting Engineers to provide consultant services for the completion of a Watershed Sanitary Survey Update for the amount of \$67,035; agreement terminates on December 31, 2013.

### **Executive Summary:**

#### HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency (Water Agency) operates its water transmission system pursuant to Water Supply Permit No. 02-91-017 issued by the California Department of Public Health. On May 27, 1999, an amendment to the Water Agency's permit that requires completion of a watershed sanitary survey (sanitary survey) for Collector 5 was issued. The California Surface Water Treatment Regulations require domestic water suppliers using surface water or groundwater under the direct influence of surface water to complete a sanitary survey at least once every five years. Collector 5 is subject to the California Surface Water Treatment Regulations. The purpose of the sanitary survey is to identify and evaluate potential contaminant sources within the watershed that may impact drinking water quality. Five years have passed since the last sanitary survey and an update is required.

#### SELECTION PROCESS

The Water Agency issued a Request for Qualifications to the following five firms:

- a) West Yost Associates, Santa Rosa, California
- b) Brelje & Race Consulting Engineers, Santa Rosa, California
- c) Coastland Civil Engineering, Santa Rosa, California
- d) Winzler & Kelly, Santa Rosa, California
- e) Prunuske Chatham, Inc., Sebastopol, California

Palencia Consulting Engineers (Fullerton, CA) was the only firm that submitted a Statement of

Qualifications. While Palencia Consulting Engineers was not originally sent a Request for Qualifications, Water Agency staff has reviewed their Statement of Qualifications and determined that they meet all requirements and can successfully complete the required work. In addition, since Palencia Consulting Engineers was the only firm that submitted a Statement of Qualifications, Water Agency staff reviewed the proposed hourly rates and estimated hours for project completion and determined that the proposal is competitive with other local engineering firms.

Water Agency staff used the following criteria to evaluate the firm: experience, professional qualifications, responsiveness to the work requirements (for example, understanding of local issues and regulations, site familiarity), and demonstrated ability to perform the work in accordance with good practices common to the industry.

**SERVICES TO BE PERFORMED**

Under the proposed Agreement, the Consultant will provide an update to the Water Agency’s Watershed Sanitary Survey as required by the California Department of Health Services to be submitted by December 31, 2013. The Water Agency does not have the resources and expertise to complete the survey in house by the date it is due.

**Prior Board Actions:**

9/12/06: Authorized Chairman to execute Agreement between Sonoma County Water Agency and Coastland Engineering, Inc. to provide an update to the 2001 Watershed Sanitary Survey and to complete a Source Water Assessment for Collector 6 (\$43,840). Authorized the Agency’s General Manager/Chief Engineer to execute amendments that cumulatively do not exceed \$25,000 per agreement and do not substantially change the scope of work.

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

County Goal: Completion of a Watershed Sanitary Survey update will help contribute toward community members having access to clean water and will help by protecting our high-quality water supply.

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**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 67,035	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 67,035
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 67,035</b>	<b>Total Sources</b>	<b>\$ 67,035</b>

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

The total cost of the contract is budgeted in the Water Agency's FY 12/13 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):**

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

**To:** Board of Directors, Sonoma County Water Agency

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

David Royall / 521-1872

**Supervisory District(s):**

All Districts

**Title:** As-Needed Sediment Testing and Laboratory Services

### **Recommended Actions:**

Authorize Chair to execute an agreement with Columbia Analytical Services to provide sediment testing and laboratory services for the amount of \$120,000; agreement terminates on March 1, 2015.

### **Executive Summary:**

#### HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency (Water Agency), in a California Environmental Quality Act litigation settlement agreement with the Russian River Watershed Protection Committee regarding the Russian River Estuary Management Project Environmental Impact Report, agreed to monitor sediment chemistry in the Russian River Estuary in accordance with the State Water Resource Control Board's Water Quality Control Plan for Enclosed Bays and Estuaries of California – Part 1 Sediment Quality (Water Quality Control Plan).

The Water Agency maintains approximately 75 miles of flood control channels in Sonoma County. The Water Agency's Stream Maintenance Program permits from the San Francisco Bay and North Coast Regional Water Quality Control Boards require testing sediments for specific analytes when conducting certain sediment removal activities within flood control channels. Testing is required only on channels where previous testing has not been conducted and for which sediment removal is proposed. The amount of testing required is based on the estimated volume of material to be removed.

Sediment samples must be sent to a qualified laboratory for chemistry and toxicology analysis as such as services are not provided by the Water Agency or other county departments. Services will include laboratory testing and reporting services for sediment samples collected in the Russian River, Petaluma River, and Sonoma Creek watersheds.

#### SELECTION PROCESS

In July 2012, the following four businesses were contacted by phone to determine whether they could



provide the required services:

- 1) Columbia Analytical Services, Inc., Kelso, WA
- 2) Alpha Analytical Laboratories, Inc., Ukiah, CA
- 3) AXYS Analytical Services, Ltd., Sidney, British Columbia, Canada
- 4) TriMatrix Laboratories, Grand Rapids, MI

Columbia Analytical Services, Alpha Analytical Laboratories, and AXYS Analytical Services responded with written cost estimates for the necessary services. Water Agency staff used the following criteria to evaluate each firm: ability to complete all analyses as required and ability to complete laboratory services in-house.

Although all laboratories were qualified, Columbia Analytical Services, Inc. (Consultant) was selected to perform the work because Consultant was the only laboratory capable of performing all the various required testing and laboratory services in-house for this agreement. Conducting the testing and service at one laboratory location increases efficiency and reduces the time required by reducing the Water Agency staff labor necessary to collect and prepare samples for analysis. The Consultant has also provided satisfactory services on schedule and within budget previously to the Water Agency for the Stream Maintenance Program. The prior agreement was for services in FY 11/12 in an amount of \$25,000 for sediment sample analysis in proposed sediment removal project areas located in Zones 1A, 2A and 3A flood control channels).

#### SERVICES TO BE PERFORMED

Under the proposed Agreement, the Consultant will provide as-needed laboratory analysis of sediment samples using current United States Environmental Protection Agency methods or documented modifications of United States Environmental Protection Agency methods.

The Agreement amount is \$120,000 over two years (\$60,000 per year) and terminates on March 1, 2015.

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

07/31/2012 Board approved entering into a stipulated judgment and settlement agreement in case of Russian River Watershed Protection Committee v. Sonoma County Water Agency. Sonoma County Superior Court Case No.: SCV-250347 (Govt. Code Section 54956.9 (a)).

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

This goal will be met by continuing to comply with requirements to monitor the quality of sediments within the Russian River estuary and the Water Agency's flood control channels.  
Water Agency Flood Control Goals and Strategies, Goal 1: Maintain, Operate, and Modify Flood Protection Facilities to Meet Current and Future Public Needs.

**Fiscal Summary - FY 12-13**

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

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

FY 2012/2013 appropriation of \$60,000 is from the Laguna/Mark West Zone 1A, Petaluma Zone 2A, and Valley of the Moon Zone 3A; Watershed Planning and Restoration funds. FY 2013/2014 expenditures of \$60,000 will be budgeted in that fiscal year.

**Staffing Impacts**

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

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

N/A

**Attachments:**

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

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

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Water Agency, Russian River County Sanitation District, and Sonoma Valley County Sanitation District

**Staff Name and Phone Number:**

Jim Flessner / 521-1810

**Supervisory District(s):**

First, Fourth and Fifth

**Title:** Joint Agreement for Janitorial Services

### **Recommended Actions:**

a) Authorize Chair to execute a joint agreement with City of Santa Rosa to provide janitorial services for the amount of \$274,793.40; agreement terminates on February 28, 2015; b) Authorize the General Manager to amend the Agreement provided amendments do not cumulatively increase the total cost by more than \$15,000 and do not substantially change the scope of work.

### **Executive Summary:**

#### HISTORY OF ITEM/BACKGROUND

Since 1999 the City of Santa Rosa (City) and the Sonoma County Water Agency (Water Agency) have contracted jointly for janitorial services, in order to take advantage of cost savings.

The Water Agency, Russian River County Sanitation District, and Sonoma Valley County Sanitation District each owns facilities, similar to those owned by the City.

Water Agency facilities are as follows: Service Center at 2150 West College Avenue, Santa Rosa, California; Administration Offices at 404 Aviation Boulevard, Santa Rosa, California; 204 Concourse Boulevard, Santa Rosa, California; and Service Center Auxiliary Building at 2025 Skylane Boulevard, Santa Rosa, California.

Sonoma Valley County Sanitation District facilities are as follows: Sonoma Valley Treatment Plant, 22675 8th Street East, Sonoma, California.

Russian River County Sanitation District facilities are as follows: Russian River Treatment Plant, 18400 Neely Road, Guerneville, California.

**SELECTION PROCESS**

On October 18, 2012, the City issued an Invitation for Bids for utilities janitorial services to 55 service providers; 9 bids were received. The responsive and responsible bids received surpassed the budget estimate and, therefore, the process was cancelled and no contract was signed.

On December 3, 2012, the City issued a second Invitation for Bids for utilities janitorial services with a revised scope of work; 7 bids were received. The City and Water Agency evaluated the bids and selected James Furuli Investment Company, Inc. dba Environmental Dynamics (Contractor) as the lowest responsive and responsible service provider for janitorial services.

**SERVICES TO BE PERFORMED**

Under the proposed Agreement, the City will administer the Water Agency’s portion of the janitorial services contract for a 5% administration fee. The Water Agency has been working with the City of Santa Rosa on janitorial services since 1999. The Water Agency is responsible for 24.7% of the total contract (\$528,928). The Water Agency is saving more than the 5% service charge by the economy of scale of the larger contract and in the less complex process of a simple agreement. The City will also procure the Water Agency’s supplies (toilet paper, paper towels, soap, etc.) and deliver the supplies to Water Agency facilities. The City will conduct monthly meetings with Contractor and the Water Agency, to ensure that Water Agency needs are being met.

The Agreement cost is \$130,854 per year for janitorial services plus \$6,542.70 per year for the City’s administration fee for a yearly total of \$137,396.70 and a two-year total of \$274,793.40. The Agreement terminates February 28, 2015.

**GENERAL MANAGER AMENDMENT AUTHORITY**

The Water Agency is currently constructing a new Service Center and, when fully occupied, will no longer be at the Service Center at 2150 West College Avenue. Other location adjustments may be made in the aftermath of the Service Center relocation. For this reason, staff requests amendment authority to make modifications to the location of janitorial services and increase or decrease the cost for services, as appropriate, in an amount not to exceed \$15,000.

**Prior Board Actions:**

03/18/08 Authorize Chair to execute the Joint Agreement for Janitorial Services between the Sonoma County Water Agency and City of Santa Rosa and Authorize the Agency’s General Manager/Chief Engineer to amend the Agreement provided amendments do not cumulatively increase the total cost to the Agency by more than \$25,000 (taking into account all prior amendments) and do not substantially change the scope of work; 08/03/99: Authorized General Manager/Chief Engineer to Execute the Agreement for Janitorial Services Between the City of Santa Rosa and Agency.

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

County Goal 3: Invest in the Future. This item meets this goal by partnering with the City to achieve economies of scale in maintaining facilities.

Water Agency Organizational Goals and Strategies, Goal 1: Responsively manage Water Agency finances.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 137,396.70		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 137,396.70
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 137,396.70</b>	<b>Total Sources</b>	<b>\$ 137,396.70</b>

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

FY 2012/2013 appropriation of \$137,396.70 is from the Facilities Funds. FY 2013/2014 expenditures of \$137,396.70 will be budgeted in that fiscal year.

**Staffing Impacts**

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

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

N/A

**Attachments:**

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: 17**

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

**To:** Board of Directors, Sonoma County Water Agency  
Board of Directors, Sonoma Valley County Sanitation District

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jessica Martini-Lamb / 547-1903

**Supervisory District(s):**

First and Second Districts

**Title:** Association of Bay Area Governments Contract Staff Position

### **Recommended Actions:**

Authorize the General Manager to execute an agreement for contract services between the Sonoma County Water Agency, the Sonoma Valley County Sanitation District, and the Association of Bay Area Governments to provide a staff member for the San Francisco Bay Regional Water Quality Control Board to work full-time on Sonoma County Water Agency and Sonoma Valley County Sanitation District matters (\$336,628; agreement terminates on June 30, 2015).

### **Executive Summary:**

The Sonoma County Water Agency (Water Agency) and Sonoma Valley County Sanitation District (District) have a number of water supply, sanitation and flood control projects under the jurisdiction of the San Francisco Bay Regional Water Quality Control Board (Regional Board). To effectively obtain permits for important public works projects and comply with the federal Clean Water Act and the State Porter-Cologne Act, the Water Agency and District require timely review and consideration of permit applications and project documents by the Regional Board. The Regional Board has limited staff and financial resources and cannot provide timely or expedited reviews of some projects. The Association of Bay Area Governments (Association) is a joint powers authority whose Board of Directors is comprised of Bay Area public entities, including the County of Sonoma. The Association can provide contract staff for the Regional Board to allow for the timely review and processing of permit applications and review of project documents.

The current work load of Regional Board staff often result in the Water Agency or District waiting for permit applications to be processed for durations that raise significant concerns about project schedules or grant monies being impacted. Water Agency/District staff spend considerably more time (estimated to be up to 20%) responding to requests for information regarding pending permit applications from Regional Board staff than other regulatory agency staff. Such information requests are often for information that has been previously provided or comes in sporadic requests that reflect Regional Board staff workload preventing focused attention on Water Agency or District applications. Funding a staff

position would allow for contract staff to focus solely on Water Agency and District projects and gain familiarity with routine operations and maintenance projects under the Regional Board’s jurisdiction, both of which would allow for permit applications and project reviews to be accomplished in a timely manner.

The Association has contract staff at the Regional Board working under agreements on projects for other San Francisco Bay Area public agencies, including the Santa Clara Valley Water District, San Francisco Public Utilities Commission, and Marin County Public Works/Sonoma-Marin Area Rapid Transit (recently approved agreement to share staff between these two agencies). The proposed agreement is similar to the agreements these other agencies have with the Association. The Water Agency and District are requesting authorization from the Water Agency’s and District’s Boards of Directors to enter into an agreement with the Association for a two-year term. A two-year agreement would allow for current Water Agency and District projects, as well as several upcoming projects, to be completed in a timely manner. Under the agreement, the Association would provide one contract staff position for the Regional Board, dedicated to Water Agency and District projects, with project priorities established by the Water Agency and District. Total cost is \$336,628 (\$162,680 year one (\$96,357 Water Agency, \$66,324 District); \$173,947 year two, (\$85,041 Water Agency, \$88,906 District),).

Water Agency and District staff have identified projects during the term of the agreement that would be under Regional Board jurisdiction and review and that would benefit from expedited and timely consideration from the Regional Board, including the Stream Maintenance Program, Napa Sonoma Salt Marsh Recycled Water Pipeline Project, Sonoma Valley Salt Nutrient Plan development, District treatment plant waste discharge permit renewal, recycled water agreements, sewer trunk main replacement projects and sewer collection system maintenance projects. Staff and ABAG reviewed these projects to determine the amount of Regional Board staff time required and determined that these projects would require a full-time contract staff for a two-year term.

If the Water Agency and District Boards do not authorize entering into the contract staffing agreement, Water Agency and District projects will continue to be subject to the workload and priorities of Regional Board staff, which would often result in long delays in permit application or project review with associated potential added costs and time delays.

**Prior Board Actions:**

None.

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

This agreement aligns with County Goal 4 because staffing support will improve timely or expedited reviews of public projects.

This agreement supports Water Agency Organizational Goals and Strategies, Goal 2: Responsibly manage Water Agency finances.

<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 54,227	Water Agency Gen Fund	\$ -0-
Add Appropriations Req'd.	\$ -0-	State/Federal	\$ -0-
	\$	Zones 2A/3A, Recycled Water, Sonoma Valley County Sanitation District Water Transmission (LR2) - Fees/Other	\$ 54,227
	\$	Use of Fund Balance	\$ -0-
	\$	Contingencies	\$ -0-
	\$		\$
<b>Total Expenditure</b>	<b>\$ 54,227</b>	<b>Total Sources</b>	<b>\$ 54,227</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The remainder of the agreement would require \$141,100 to be budgeted in Fiscal Year 2013/2014 and \$141,100 in Fiscal Year 2014/2015 for Zones 2A/3A, Recycled Water, Sonoma Valley County Sanitation District and Water Transmission fund budgets for those projects identified as project priorities.			
<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>			
None			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Agreement (1 copy)			

\\FILESERVER\DATA\CL\AGENDA\AGREES\02-26-2013 WA ASSOCIATION OF BAY AREA GOVERNMENTS STAFF POSITION\_SUMM.DOCM

CF/70-712-21 ABAG (ASSN. OF BAY AREA GOVERNMENTS) (AGREE FOR CONTRACT SERVICES) TW 12/13-049 (ID 4522)





## 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:** Board of Directors, Sonoma Valley County Sanitation District

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** 2/3 - SVCSD

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

**Staff Name and Phone Number:**

Marc Bautista / 547-1998

**Supervisorial District(s):**

First District

**Title:** Sonoma Valley Recycled Water Project

**Recommended Actions:**

Authorize Chair to execute an agreement with Environmental Science Associates to provide environmental compliance services related to the Sonoma Valley Recycled Water Project for the amount of \$40,000; agreement terminates on December 31, 2015.

**Executive Summary:**

**HISTORY OF ITEM/BACKGROUND**

In 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 of recycled 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 Bureau of Reclamation (Reclamation) under the authority of Public Law 102-575, title XVI, to prepare a feasibility study (Study) to assess regional water recycling opportunities for restoration and agricultural irrigation. 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 in 2005. Under the original Memorandum of Understanding, the five agencies were collectively known as the North Bay Water Reuse Authority. In 2010, the North Marin Water District and the County of Napa joined North Bay Water Reuse Authority and signed a second amended Memorandum of Understanding. In 2012, the City of Petaluma and County of Marin also joined the North Bay Water Reuse Authority.

In 2006, the District completed the Sonoma Valley Recycled Water Project (Project) Environmental Impact Report. The Project would consist of the construction, operation, and maintenance of recycled water pipelines, capacity and operational storage reservoirs, booster pump stations, distribution pumps, utilization of two abandoned City of Sonoma steel storage tanks, associated connecting pipelines, and other appurtenances.

The North San Pablo Bay Restoration and Reuse Project Study and Environmental Impact Report /

Environmental Impact Statement was completed in 2010. The Study evaluated opportunities for reuse of recycled water from wastewater treatment facilities within Napa, Sonoma and Marin counties for irrigation and restoration. Elements of the Project were also incorporated into the North Bay Water Reuse Authority Environmental Impact Report / Environmental Impact Statement.

Components of the Project (reservoir and pipeline) have been constructed under the North Bay Water Reuse Program. To assist in obtaining future funding from Title XVI, United States Bureau of Reclamation and Proposition 84, Department of Water Resources, the District needs additional assistance for environmental documentation for compliance with the California Environmental Quality Act and the National Environmental Policy Act. The proposed agreement will allow the District to be in a position to take advantage of future funding solicitations that require additional California Environmental Quality Act and the National Environmental Policy Act compliance.

#### SELECTION PROCESS

Water Agency's Environmental Resources and Public Affairs Division staff works on a variety of projects ranging from environmental document preparation to water quality, wildlife and fisheries studies. Additional support services and specific expertise are needed related to this Project than what can be provided in house.

On February 9, 2012, Water Agency issued a Request for Qualifications to 40 consulting firms. The Water Agency invited Statements of Qualifications from those firms interested in providing a variety of services relating to environmental resources projects.

Twenty firms submitted Statements of Qualifications. Of those firms, Water Agency staff determined that 19 of the respondents met the minimum qualifications. These firms are:

- 1) Alnus Environmental, Oakland, California
- 2) Analytical Environmental Services (AES), Sacramento, California
- 3) Ascent Environmental, Sacramento, California
- 4) Brelje & Race, Santa Rosa, California
- 5) ECORP Consulting, Inc., Rocklin, California
- 6) Environmental Science Associates (ESA), Petaluma, California
- 7) Environmental and Social System Analysts (ESSA), Vancouver, British Columbia, Canada
- 8) Gutteridge, Haskins, and Davey (GHD), Santa Rosa, California
- 9) Horizon Water and Environment, Oakland, California
- 10) Inter-Fluve, Hood River, Oregon
- 11) LSA Associates, Inc., Point Richmond, California
- 12) M Cubed, Oakland, California
- 13) Monk and Associates, Walnut Creek, California
- 14) Parsons, Walnut Creek, California
- 15) Prunuske Chatham, Inc., Sebastopol, California
- 16) RMC Water and Environment, Walnut Creek, California
- 17) Tom Origer and Associates, Rohnert Park, California
- 18) URS Corporation, San Francisco, California
- 19) Vollmar Natural Lands Consulting, Berkeley, California

Water Agency staff used the following criteria to evaluate each firm: experience, professional qualifications, responsiveness to the work requirements (for example, understanding of local issues and regulations, site familiarity), and demonstrated ability to perform the work in accordance with good practices common to the industry. In addition, a 5% local preference weighting was given to firms from Sonoma County.

The District used the above list of qualified consultants to select Environmental Science Associates (Consultant) for the work under the subject agreement. Consultant is a duly qualified and experienced firm with expertise in environmental analysis, compliance, environmental permitting and related services.

Water Agency operates the District under contract and Water Agency employees act on behalf of the District.

**SERVICES TO BE PERFORMED**

Under the proposed Agreement, the Consultant will perform environmental compliance activities including but not limited to those required by California Environmental Quality Act/National Environmental Policy Act, prepare any supplemental required documentation and reports, and attend meetings as requested by District’s Project Manager to discuss the work in progress.

The Agreement was prepared for “as-needed” services. Requests for work will be initiated by the District using an “Agreement Memorandum,” which is attached to the Agreement as Exhibit A. Each completed Agreement Memorandum outlines the specific work to be performed and the exact budget for that work. This allows the District to complete work as necessary and as budget allows.

The total Agreement amount is \$40,000 total for up to three years.

**Prior Board Actions:**

03/15/2011 Authorize General Manager of the Sonoma County Water Agency acting on behalf of the Sonoma Valley County Sanitation District (District) to execute the agreement for Environmental Compliance Services for NBWRP-SVCSD Main Sewer Trunk Replacement and Recycled Water Pipeline Project Revised Alignment between the District and Environmental Science Associates (Consultant) following signature of Consultant (\$90,000, agreement terminates on December 31, 2011)  
10/26/2010 Concurrent Action authorizing the General Manager of the Water Agency and Sonoma Valley County Sanitation District to sign the North Bay Water Reuse Authority Second Amended Memorandum of Understanding  
7/13/2010 Authorize General Manger to execute the Assistance Agreement between the Water Agency and the United States Bureau of Reclamation in the amount of \$7,203,000  
12/08/2009 Resolution 09-1104 certifying the North San Pablo Bay Restoration and Reuse Project Final Environmental Impact Report, and making certain findings in connection therewith

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

County Goal 2: Economic and Environmental Stewardship: This project would provide recycled water for agricultural use to existing vineyards and offset reliance on groundwater as well as reduce the potential for saltwater intrusion into Sonoma Valley.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and

public health standards.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 40,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 40,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 40,000</b>	<b>Total Sources</b>	<b>\$ 40,000</b>

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

FY 2012/2013 appropriation of \$40,000 is available from the 653105 Sonoma Valley County Sanitation District fund. No FY 2013/2014 appropriation is required.

**Staffing Impacts**

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

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

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: 19**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Board of Supervisors 565-2241

**Supervisorial District(s):**

All

**Title:** Board Assignments

### **Recommended Actions:**

Approve changes to Ad-Hoc, Standing Committees and Board Assignments for members of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency for the year 2013.

### **Executive Summary:**

At the first meeting of the year, the Board approved assignments and department liaison responsibilities for 2013. The discussion of appointments to Ad-Hoc and Standing Committees was continued to the Board Study Session on February 8, 2013. Special assignments include committees, governing boards of independent government entities, etc. for which Board members serve as part of the official duties associated with the office of Sonoma County Supervisors, Directors, and Commissioners.

Attached are copies of the assignment listing for 2013, as approved by the Board on January 8, 2013, and the 2013 assignment listing of proposed changes. Once the Board has approved amendments to the 2013 assignments, a completed list will be placed on file with the Clerk of the Board, and will be posted on the Board's website.

### **Prior Board Actions:**

1/8/13 Approved 2013 Board Assignments

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

**Fiscal Summary - FY 12-13**

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

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

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**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):**

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**Attachments:**

2013 List of Special Assignments  
 2013 Amended List of Special Assignments

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

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## 2013 Board of Supervisors Assignments – **Adopted 1/8/2013**

**\*2013 appointments to Ad-Hoc and Standing Committees will be deferred to 2/8/13**

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
<b>Board Committees</b>							
<b>*Ad-Hoc</b>							
AB 811/SCEIP			X		X		
Sonoma Clean Power	5/10/2011	Ad hoc formed to continually engage the Board through the CCA efforts.				X	X
Economic Development	2/2011	Development and implementation of a comprehensive economic development strategy for job creation/business retention, economic development/sustainability, and improving the perception with the business community as one of its priorities to strengthen the Sonoma County Economy				X	X
Medicinal Marijuana	4/5/2011	Address concerns, cultivation, dispensaries and revenue generating options for Sonoma County.	X		X		
Mentorship Ad-Hoc	2/7/2012	Develop recommendations to integrate collaboration between the County and the educational community as a 2012 Board goal.				X	X
Mitigation Banks Policy	1/24/2012	Explore issues of mitigation banks best use and how to benefit other County Departments and projects.		X			X
Pension Reform Ad-Hoc	2/22/2011	Study pension and benefit issues specific to reform.		X	X		
Regional Food Hub	1/10/2012	New Committee formed.	X		X		
Redevelopment Successor Agency Oversight Board	1/31/2012	Develop recommendations and guidelines for appointments to the Successor Agency Oversight Boards.	X				X

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Roads Ad-Hoc	2/7/2012	Find additional dollars to address cost deferred maintenance; Look for long term and short term solutions; Review the use of prioritization; and put more General Fund dollars into Sonoma County roads.		X	X		
Sierra Youth Center	3/20/2012	Look at the different options with focus on cost, quality, and community involvement to continue the program at reduced financial alternative.	X				X
Williamson Act		Consider options for local program in response to elimination / reduction in State subvention		X			X
<b>*Standing – Subject to Brown Act</b>							
Advertising Program (2)		Reviews multi-year financial projections and provides feedback on funding designations for the new year as recommended by staff. Assures that staff's work plan is in alignment with the full Board's priorities regarding the program.				X	X
<b>Appointments to County Initiated Committees</b>							
Water Advisory Committee (Appointed by Water Agency Board of Directors) (1 + Alt)  Meets monthly 1 <sup>st</sup> Monday		Advises the Agency's Board of Directors on policy and fiscal matters affecting the Water Contractors, and helps make decisions regarding water supply issues in the Agency's service area. Members of the WAC are appointed by their respective city council or board, and represent the major cities and water districts that receive water via the Sonoma County Water Agency's aqueduct system.		A			P
Health Action (1 + Alt)  Meets quarterly 1 <sup>st</sup> Friday		Identifies priority health and health care issues and develops specific recommendations on local approaches to promote the health of our community and improve the health care delivery system.	P		A		



Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Solid Waste Advisory Group (2)  <b>Meets monthly 2<sup>nd</sup> Thursday</b>  <b>Note: May be terminated after the next scheduled meeting.</b>		The Sonoma County/City Solid Waste Advisory Group makes recommendations on solid waste system planning and operations, such as, appropriate regional solid waste projects, priorities, schedules and funding sources to be considered by the Member Jurisdictions.		X	X		
Upstream Investments (2) <b>Meets every other month</b> <b>No reoccurring days</b>		Chartered by the Board of Supervisors to understand the antecedents to criminal behavior and to identify upstream interventions that reduce downstream criminal justice costs.	X				X
Waste Management Agency JPA (1P + 1 Alt)  <b>Note: Alternate will be Susan Klassen, Interim Director, Transportation and Public Works Dept.</b>	4/1992	The Sonoma County Waste Management Agency, formed in April 1992, is the joint powers authority of the nine incorporated cities and the County of Sonoma. The mission of the Agency is waste diversion required by State law AB939. The Agency's programs include household hazardous waste, composting, wood waste recycling, planning and education			X		
<b>Appointments to External Boards and Committees</b>							
<b>Countywide</b>							
Building Economic Success Together (BEST) (2P)		BEST is a collaborative partnership between the private and public sectors with a goal of creating jobs and encouraging economic vitality. It works towards encouraging the following objectives and initiatives in partnership with the Sonoma County Economic Development Board and Workforce Investment Board: (1) Business retention and expansion; (2) Create a strong, vibrant and supportive business climate; (3) Foster innovative businesses; (4) Attract new businesses providing high quality jobs; (5) Build a world class workforce based on educational attainment.			P	P	

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Library Joint Powers Agreement (JPA) Review Advisory Committee (1P + 1 Alt)	8/9/12	Established by the Sonoma County Mayors & Council members' Board of Directors. Composition of a committee to be made up of 11 members: 9 members representing one from each city; 1 member from the County; and 1 member from the Library Commission. Appointments can be an elected official, staff member, or other individual as designated by each of the jurisdictions. The committee's objective is to develop recommendations for the approval of Councils and Board of Supervisors to update the JPA Library System governing document.				P	A
Local Agency Formation Commission (2 + Alt) <b>Meets Monthly 1<sup>st</sup> Wednesday</b>		A separate government agency established by state law to oversee orderly development of the county related to the boundaries of local governments. LAFCO can approve or deny annexations or changes to these boundaries and can make determinations allowing the provision of services by a local government outside of its boundary.	P	A			P
North Coast Air Basin Control District (1P + 1 Alt)		Air districts are grouped by air basins which represent an air shed. Northern Sonoma County belongs to the North Coast Air Basin along with Mendocino County Air Quality Management District (AQMD) and the North Coast Unified AQMD. By statute, these Districts are members of the North Coast Air Basin Control Council (BCC). A representative from Lake County Air Pollution Control District also participates through an MOU. The purpose of the BCC is to work with the Districts to coordinate all air pollution control activities and programs to best serve the public and ensure that the North Coast Air Basin is, or will be, in compliance with the requirements of State and Federal law.			A	P	

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Remote Access Network Board (1)  <b>Meets as needed</b>		The Remote Access Network Board (RAN) board shall determine the placement of RAN equipment within the county or counties, and coordinate acceptance, delivery, and installation of RAN equipment. The board shall also develop any procedures necessary to regulate the ongoing use and maintenance of that equipment, adhering to the policy guidelines and procedures adopted by the department. (California Penal Code Sections 11112.1-11112.7)			X		
Solid Waste Hearing Panel (1) <b>4 year term</b> <b>(1/1/2012 – 1/1/2016)</b>  <b>Meets only as needed</b> <b>(has never been convened)</b>		The hearing panel consists of three persons (The hearing panel consists of a solid waste technical expert, a member of the public at large, and a member of the Board of Supervisors) for the purpose of considering various appeals related to the Sonoma County Local Enforcement Agency Solid Waste Hearing Panel (LEA) actions, such as, denial, suspension, or revocation of a permit, recommended permit conditions, or enforcement actions and the LEA's failure to act as required by law or regulation. DHS is certified LEA.			X		
SCERA (1 member - 3 Year Term)  <b>(Note: Appointee can be a member of the public)</b>  <b>Meets monthly</b> <b>3<sup>rd</sup> Thursday 8:30 a.m.</b>		Sonoma County Employee Retirement Association - Sixth Trustee Position (qualified elector)		X			
Sonoma County Indian Gaming Local Community Benefit Committee (2P + 1 Alt)		Established by State statute, the LCBC is comprised of representatives from the County Board of Supervisors, the City of Healdsburg, and the Dry Creek Band of Pomo Indians, and is charged with selecting grants to be funded through the local Tribal Casino Account. LCBC meets one or two times per year, when funds are allocated by the State.	A		P	P	

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Sonoma County Transportation Authority (3) (Note: 2 of the 3 members need to sit on SMART) <b>Meets monthly 2<sup>nd</sup> Monday</b>		Serves as the coordinating and advocacy agency for transportation funding for Sonoma County and is governed by a twelve member Board of Directors who work to maintain and improve the transportation network.		X	X	X	
Sonoma Valley County Sanitation District (2P+ 1 Alt)		Board Chair and 1 <sup>st</sup> District Supervisor required members.	P	P		A	
<b>Regional</b>							
Association of Bay Area Governments (1P + 1 Alt) (Note: 2 year term 7/1/12-6/30/14) <b>Meets every other month – 3<sup>rd</sup> Thursday</b>		Acts as the official planning agency for the SF Bay region, with a mission to strengthen cooperation among local governments.	A	P			
Bay Area Air Quality Management District (1) (Note: 4 year term 1/6/13-1/6/17) <b>Meets monthly 1<sup>st</sup> and 3<sup>rd</sup> Wednesday 9:45 a.m.</b>		Committed to attaining and maintaining air quality standards, increasing public awareness of positive air quality choices, developing and implementing protocol and policies for environmental justice.			X		
Bay Conservation Development Commission (1P + 1Alt) <b>Meets monthly 1<sup>st</sup> and 3<sup>rd</sup> Thursday</b>		Dedicated to the protection and enhancement of San Francisco Bay and its responsible use. Primary activities are planning the protection, enhancement, and restoration of wetlands; protecting wetlands, and balancing the protection of wetlands against other often high priority objectives.	P			A	

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Community Advisory Board of the San Francisco Bay Water Transit Authority (1)  <b>Has not met</b>		Assists and advises the WETA Board of Directors in carrying out its functions as a regional agency with responsibility for establishing and operating a comprehensive public water transportation system that connects communities, reduces congestion, and provides an emergency response capability. Members are primarily elected officials from around the bay area.		X			
Eel Russian River Commission (1P + 1 Alt)  <b>Meets Monday / Tuesday every other week</b>		Promotes proper watershed conservation and flood control measures, and promotes public and private economic development activities in the Eel and Russian River watersheds for the general benefit of the citizens in the participating counties of Humboldt, Mendocino and Sonoma.				P	A
FishNet 4C (1P + 1 Alt)  <b>No schedule set</b>		A County-based salmon protection and restoration program that brings together the Central California Coastal Counties of Mendocino, Sonoma, Marin, San Mateo, Santa Cruz and Monterey. Focus is on implementing on-the-ground restoration projects, employing best management practices during maintenance activities, and incorporating aquatic habitat protections into land use regulations and policies.	A				P
Golden Gate Bridge District (1)  <b>Meets monthly 2<sup>nd</sup> and 4<sup>th</sup> Friday</b>		Operates the Golden Gate Bridge and two public transit systems with a mission to provide safe and reliable operation, maintenance and enhancement of the Golden Gate Bridge and to provide transportation services, as resources allow, for customers within the U.S. Highway 101 Golden Gate Corridor.		X			
Northbay Watershed Association (1P + 1 Alt)  <b>Meets monthly 1<sup>st</sup> Friday</b>		A group of 15 regional and local public agencies located throughout Marin, Sonoma, and Napa counties whose mission is to facilitate partnerships across political boundaries that promote stewardship of the North Bay watershed resources.			P		A

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
North Bay Water Reuse Authority - Sonoma County Water Agency Representative (1P + 1 Alt) (Note: No official term) Meets 5x/yr (Jan/March/May Aug/Nov) 3 <sup>rd</sup> Monday	2/8/2011	Cooperative program in the North San Pablo Bay region that promotes sustainability and environmental enhancement by expanding use of recycled water.		P		A	
North Bay Water Reuse Authority – Sonoma Valley County Sanitation District Representative (1P + 1 Alt) (Note: No official term) Meets 5x/yr (Jan/March/May Aug/Nov) 3 <sup>rd</sup> Monday	2/8/2011	Cooperative program in the North San Pablo Bay region that promotes sustainability and environmental enhancement by expanding use of recycled water.	P		A		
Northern California Counties Tribal Consortium (1P + 1Alt)		The Board of Supervisors for Napa, Solano, and Sonoma Counties formed this consortium to develop a common approach and strategy to address the off-reservation impacts of tribal gaming.			A	P	
Public Policy Facilitating Committee (3) Meets twice/year		Created when the Sonoma County Water Agency, the National Marine Fisheries Service, the United States Army Corps of Engineers and the Mendocino Russian River Flood Control and Water Conversation Improvement District began a Section 7 consultation-a federal process, spelled out in the Endangered Species Act – on the Russian River project. The agencies were consulting on three listed fish species and meet annually or biannually to receive updates and information as the Biological Opinion is implemented.			X	X	X

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Russian River Watershed Association (1P+ 1 Alt)  <b>Meets monthly 4<sup>th</sup> Thursday</b>		An association of nine cities, counties and special districts in the Russian River Watershed that have come together to coordinate regional programs for clean water, fisheries restoration and watershed enhancement, and to promote cooperation and implementation of projects that protect watershed resources, restore fisheries and improve water quality at reduced cost to taxpayers.				<b>P</b>	<b>A</b>
Sonoma/Marin Area Rail Transit II Board of Directors (2)  <b>Meets monthly 3<sup>rd</sup> Wednesday</b>		A passenger rail project located in San Francisco's North Bay providing rail service along 70 miles of the Northwestern Pacific Railroad alignment. Provides an alternative to Highway 101 traffic by upgrading the existing rail line and building a new bicycle/pedestrian pathway linking the 14 rail stations.		<b>X</b>	<b>X</b>		
<b>State</b>							
CSAC Board of Directors (1P + 1 Alt)		Committed to representing county government before the California Legislature, administrative agencies and the federal government. Places a strong emphasis on educating the public about the value and need for the programs and services of California's 58 counties.		<b>P</b>		<b>A</b>	
<b>Department Liaisons</b>							
General Administrative Services	Board of Supervisors County Administrator County Clerk/Recorder/Assessor/ Registrar of Voters County Counsel Fairgrounds General Services Human Resources Information Systems Library			<b>X</b>			
Fiscal Services/Consumer Protection Services	Agricultural Commissioner Auditor-Controller-Treasurer-Tax Collector Retirement					<b>X</b>	

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Development Services		Ag Preservation and Open Space District Community Development Commission Economic Development Board Emergency Services Permit & Resource Management Regional Parks Transportation & Public Works Water Agency/Sanitation					X
Criminal Justice Services		Courts Administration District Attorney Law Library Probation & Juvenile Halls Public Defender Sheriff/Coroner			X		
Health and Human Services		Child Support Services In-Home Supportive Services (IHSS) Health Services Human Services	X				

**X = Member, P = Primary, A = Alternate**



## **#19 Board Assignments**

**Matrix of Proposed Changes to  
2013 Special Assignments will be provided separately.**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 20**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jennifer Milligan, 565-3783

**Supervisorial District(s):**

All.

**Title:** State-Local Art Partner Designation.

### **Recommended Actions:**

Adopt resolution designating the Cultural Arts Council of Sonoma County as the local partner to the California Arts Council through June 30, 2013, and direct staff to develop a strategic plan to encourage economic development in the county through arts and cultural activities promotion.

### **Executive Summary:**

#### Local Arts Partner:

The California Arts Council (CAC) is a state agency established to encourage artistic awareness, participation and expression. The CAC provides grants to local arts partners. These partners must be nonprofit organizations or an agency of a city or county government. Partners benefit from funding, technical assistance, and coordinated activities which support their efforts to expand the arts in their local communities. To be eligible for the annual grant, the partner entities must be designated by resolution of their county board of supervisors to serve as the local partner.

The Cultural Arts Council of Sonoma County has been designated the local partner for many years, going back to the 1980's. Every two years, the designation resolution must be renewed to remain eligible for the CAC grant. The last designation resolution was passed by the Board in 2010. This fiscal year, the Cultural Arts Council of Sonoma County is eligible for a \$12,000 grant with CAC and must receive the designation resolution in order to remain eligible. As such, and because the application deadline has passed so no other entity within the county is eligible to potentially receive the grant funding, staff recommends the Board adopt the resolution attached designating the Cultural Arts Council of Sonoma County the local arts partner through the end of this fiscal year.

#### Economic Development through Art:

Sonoma County has a rich variety of artistic and cultural offerings, which have been taken to the next level through the recent development of a variety of venues and events, including the renowned Green Music Center. There is much opportunity for growth and development in the arts and culture arena

which has the potential to promote visitors to the area and increase economic development and growth. Additionally, there may be opportunities to provide more arts opportunities to our local community, such as increased public art. As such, staff recommends a strategic plan for arts/culture promotion be developed, in order to explore best practices among other artistic destinations and how the local arts could be further developed in out county.

The Economic Development Department is skilled in analyzing the existence and growth potential of economic clusters and has recently completed such studies of other economic clusters within the county. Staff recommends the Board direct the Economic Development Department to initiate study a study and strategic plan for economic development through the arts, and return to the Board once completed with a report of findings and any recommendations.

**Prior Board Actions:**

The Board of Supervisors previously approved the designation of the Sonoma County Cultural Arts Council as the County of Sonoma's local partner to the State of California in 2006 and this resolution is required to renew the designation.

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

The County seeks to foster economic development in the community, which may be benefited from investment and better collaboration in the arts sector.

**Fiscal Summary - FY 12-13**

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

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

There is no budgetary request associated with today's action. Should additional funding be necessary to complete the arts strategic plan and study, staff will return to your Board to request increased appropriations.

<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

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Date:

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

4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Designating The Cultural Arts Council Of Sonoma County As Its Local Partner To The State Of  
California Through June 30, 2013.**

**Whereas,** the California Arts Council and the California State Legislature established a State-Local Partnership Program designed to encourage local cultural planning and decision making and to reach previously underserved constituents; and

**Whereas,** the Cultural Arts Council of Sonoma County continues its relationship with the California Arts Council in support of the arts in Sonoma County;

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors does hereby approve a State-Local Partnership relationship with the California Arts Council and the Cultural Arts Council of Sonoma County, and designates the Cultural Arts Council of Sonoma County as its local partner to the state through June 30, 2013.

**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: 21**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Linda Schiltgen, Deputy County Counsel  
(707) 565-2421

**Supervisorial District(s):**

**Title:** Conflict of Interest Code Amendments

### **Recommended Actions:**

1. Adopt resolution approving conflict of interest code amendments to delegate filing officer duties for statements of economic interests as authorized by state law.
2. Adopt resolutions approving conflict of interest code amendments for the Sonoma County Agricultural Preservation & Open Space District, Sonoma County Water Agency, Sonoma County Employees' Retirement Association, Sonoma County Tourism Bureau, Sonoma County Library, Gold Ridge Resource Conservation District, Southern Sonoma County Resource Conservation District, Windsor Water District, Russian River Fire Protection District, Sonoma Valley Hospital, Santa Rosa City Schools, Cloverdale Unified School District, Cotati-Rohnert Park Unified School District, Bennett Valley Union School District, Rincon Valley Charter School, West Sonoma County Union High School District.

### **Executive Summary:**

State law establishes a system where local jurisdictions adopt conflict of interest codes and submit them to the Board of Supervisors for approval as the "code reviewing body" for all jurisdictions, except cities, within the County. In this item, the Board of Supervisors is acting in its capacity as the "code reviewing body" for both recommended actions.

The purpose of a conflict of interest code is to require that any person making a decision which could affect a personal financial interest disclose any such financial interests in a public record. The code consists of three parts: the body of the code, which is standard language published by the state agency in charge of administering the conflict of interest laws; one appendix specifying those interests which must be disclosed ("disclosure categories"); and a second appendix listing the positions in which employees make decisions that could affect personal interests ("designated employees").

The first recommended action involves amending the conflict of interest codes to modify the filing

procedures for the statements of economic interests (Form 700) for the designated employees identified in each of the agencies' conflict of interest codes. Currently, for many districts in the County, the Clerk of the Board of Supervisors serves as the filing officer for all of the board members, commissioners and other individuals who are designated in the agencies' conflict of interest codes. State law requires the County, as the code reviewing body, to continue to serve as the filing officer and maintain Form 700s for heads of agencies, including members of boards and commissions. Government Code §87500(j). However, state law authorizes the code reviewing body to delegate the filing officer responsibilities for other individuals to the agencies that designate those employees in their conflict of interest codes (designated employees). Government Code §87500(o). If the recommended action is approved, all of the individuals listed in an agency's conflict of interest code would be required to file their Form 700s with their own agency unless otherwise required by state law (heads of agencies, board members and commission members would continue to file with the Clerk of the Board of Supervisors).

The second recommended action involves the standard biannual review of conflict of interest code amendments. State law requires that at the close of each even numbered year each agency review its code and determine whether any changes should be made. Amended and newly adopted codes must then be reviewed and approved by the Board of Supervisors, as the code reviewing body for the local agencies. A number of agencies and districts in the County have amended their codes to update position titles, and add or delete positions. County Counsel has reviewed these changes, and the codes as submitted appear to comply with the requirements of the Political Reform Act. The agencies have been notified that the Board would consider this matter today, and they were requested to notify district employees of their right to be heard on proposed amendments. No one has requested an opportunity to appear.

**Prior Board Actions:**

Biannually, last in 2011: Approved Conflict of Interest Code amendments for various agencies.

**Strategic Plan Alignment**

**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>			
Amended Conflict of Interest Codes Submitted by the Agencies for Approval by the Code Reviewing Body			





County of Sonoma  
State of California

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Date: February 26, 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, Revising the Conflict of Interest Codes for the Boards, Commissions, Agencies and Districts for which the County of Sonoma is the Code Reviewing Body**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt conflict of interest codes identifying (1) those positions in which officers or employees make decisions affecting government spending (“designated employees”) and (2) types of personal interests which could be affected by those decisions (“disclosure categories”); and

**Whereas**, state law establishes a system where local jurisdictions adopt conflict of interest codes and submit them to the Board of Supervisors for approval as the “code reviewing body” for all jurisdictions, except cities, within the County; and

**Whereas**, for many boards, commissions, agencies and districts in the County of Sonoma, the Clerk of the Board of Supervisors serves as the filing officer for all of the board members, commissioners and other individuals who are designated in the agencies’ conflict of interest codes; and

**Whereas**, the duties of a filing officer include reviewing and maintaining the statements of economic interests (Form 700s) for designated employees identified in the conflict of interest codes; and

**Whereas**, state law requires the County, as code reviewing body, to continue to serve as the filing officer and maintain Form 700s for heads of agencies, including members of boards and commissions (Government Code §87500(j)); and

**Whereas**, however, state law authorizes the code reviewing body to delegate the filing officer responsibilities for other designated employees to the agencies that designate those employees in their conflict of interest codes and direct those designated employees to file their Form 700s with their own agencies(Government Code §87500(o)); and

**Whereas**, the County Counsel’s Office has notified all of the impacted boards, commissions, agencies and districts in the County to explain the authority to delegate these filing officer responsibilities and respond to questions;

**Now, Therefore, Be It Resolved** the Sonoma County Board of Supervisors hereby revises the Conflict of Interest Codes for the boards, commissions, agencies and districts for which the County of Sonoma is the code reviewing body to delegate the filing officer responsibilities for

Resolution #

Date:

Page 2

designated employees as authorized by state law.

**Be It Further Resolved** that all designated employees listed in an agency's conflict of interest code shall file their statements of economic interests with their own agency unless otherwise required by state law (heads of agencies, board members and commission members shall continue to file with the Clerk of the Board of Supervisors or as otherwise directed by state law).

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Agricultural  
Preservation & Open Space District**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Sonoma County Agricultural Preservation & Open Space District has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests, delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions; and

**Whereas**, the Sonoma County Agricultural Preservation & Open Space District has also proposed abolishing the Conflict of Interest Code for the Sonoma County Open Space Authority because that entity no longer exists, and adding the positions of the Sonoma County Open Space Fiscal Oversight Commission to the list of designated employees in the District's Conflict of Interest Code; and

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Agricultural Preservation & Open Space District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

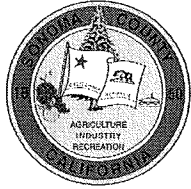
Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Water  
Agency**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Sonoma County Water Agency has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions;

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Water Agency is approved as amended. The Clerk is directed to send a copy of this resolution to the Agency and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for Board of Retirement, Sonoma  
County Employees' Retirement Association**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Board of Retirement, Sonoma County Employees' Retirement Association has proposed amendments to its code in accordance with state law requirements;

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Board of Retirement, Sonoma County Employees' Retirement Association is approved as amended. The Clerk is directed to send a copy of this resolution to the Retirement Association and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Tourism  
Bureau**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Sonoma County Tourism Bureau has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests; and

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Tourism Bureau is approved as amended. The Clerk is directed to send a copy of this resolution to the Bureau and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma County Library**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Sonoma County Library has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions; and

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma County Library is approved as amended. The Clerk is directed to send a copy of this resolution to the Library and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Gold Ridge Resource  
Conservation District**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Gold Ridge Resource Conservation District has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions; and

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Gold Ridge Resource Conservation District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Southern Sonoma County  
Resource Conservation District**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Southern Sonoma County Resource Conservation District has proposed amendments to revise the titles of existing positions; and

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Southern Sonoma County Resource Conservation District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

---

Date: February 26, 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,  
Approving Amendments to the Conflict of Interest Code for the Windsor Water District**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Windsor Water District has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions; and

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Windsor Water District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Russian River Fire Protection  
District**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Russian River Fire Protection District has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests;

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Russian River Fire Protection District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

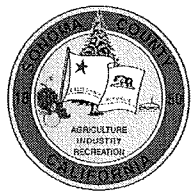
Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Sonoma Valley Hospital**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Sonoma Valley Hospital has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions, and revised disclosure categories;

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma Valley Hospital is approved as amended. The Clerk is directed to send a copy of this resolution to the Sonoma Valley Hospital and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Santa Rosa City Schools**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, Santa Rosa City Schools has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests and deleted titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions;

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Santa Rosa City Schools is approved as amended. The Clerk is directed to send a copy of this resolution to the Santa Rosa City Schools and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for Cloverdale Unified School District**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Cloverdale Unified School District has proposed amendments to its code to delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions; and

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Cloverdale Unified School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Cotati-Rohnert Park Unified  
School District**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Cotati-Rohnert Park Unified School District has proposed amendments to update its conflict of interest code;

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Cotati-Rohnert Park Unified School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for Bennett Valley Union School  
District**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, Bennett Valley Union School District has proposed amendments to its code to revise disclosure categories and modify disclosures required for consultants;

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Bennett Valley Union School District is approved as amended. The Clerk is directed to send a copy of this resolution to Bennett Valley Union School District and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the Rincon Valley Charter School**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the Rincon Valley Charter School has proposed amendments to its code that would delete the position of the Rincon Valley Charter Executive Committee because that committee has been abolished; and

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Rincon Valley Charter School is approved as amended. The Clerk is directed to send a copy of this resolution to the Rincon Valley Charter School and County Counsel.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Approving Amendments to the Conflict of Interest Code for the West Sonoma County Union  
High School District**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, state law requires that every two years agencies review their conflict of interest codes and make such changes as are necessary to keep the codes current; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the amended codes comply with law; and

**Whereas**, the West Sonoma County Union High School District has proposed amendments to its code to add positions where employees participate in decisions that affect financial interests and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions;

**Whereas**, County Counsel has reviewed the amended code and determined that it complies with the Political Reform Act; and

**Now, Therefore, Be It Resolved** that the conflict of interest code of the West Sonoma County Union High School District is approved as amended. The Clerk is directed to send a copy of this resolution to the District and County Counsel.

**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:** Sonoma County Board of Supervisors

**Board Agenda Date:**  
February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**  
Linda Schiltgen, 707-565-2421

**Supervisorial District(s):**

**Title:** Conflict of Interest Code

### **Recommended Actions:**

Adopt resolution revising conflict of interest code for the County of Sonoma and updating list of designated positions.

### **Executive Summary:**

This agenda package relates to the County of Sonoma's own Conflict of Interest Code.

State law requires that each local agency adopt a conflict of interest code indentifying (1) those positions in which officers or employees make decisions affecting government spending ("designated employees"), and (2) the types of personal interests which could be affected by those decisions ("disclosure categories").

County departments each adopted their own codes when this law first went into effect in 1976. In 1991, these codes were consolidated into one code for the County of Sonoma.

Recently the Fair Political Practices Commission adopted a new regulation (FPPC Regulation 18730.1) in which it directed local agencies to amend their conflict of interest codes to narrow the gift disclosure categories for designated employees. This new regulation clarifies that designated employees are only required to disclose those economic interests, including sources of gifts, that have some bearing or connection to their existing job duties or functions. The resolution includes revisions that clarify the gift disclosure requirement and bring the County's Code into compliance with the new FPPC regulation.

In addition, state law requires that at the close of each even numbered year, each agency review its code and determine whether any changes should be made. In the fall of 2012, the Clerk of the Board contacted all Department Heads and requested that they review the list of designated employees that related to their department. Department Heads have suggested certain changes to reflect positions

added, title and responsibility changes, and positions deleted. County Counsel had reviewed and approved these changes.

Specific revisions to each department's list of designated employees are as follows:

Sonoma County Sheriff's Office. Deleted titles of positions that no longer exist: Institutional Services Manager and Interim Police Chief.

Sonoma County Regional Parks. Deleted titles of positions that no longer exist or no longer participate in the making of governmental decisions: Accountant III, Environmental Specialist, Marina Manager, Park Grounds Maintenance Manager, Public Facilities Manager. Added titles of new positions: Business Development Manager, Senior Park Planner and Programs Manager.

Information Systems. Deleted titles of positions that no longer exist or no longer participate in the making of governmental decisions: Assistant Communications Manager and Reprographics Manager.

Human Services. Deleted titles of positions that no longer exist or no longer participate in the making of governmental decisions: Storekeeper. Added titles of new positions: Administrative Services Officer II.

Health Services. Changed titles of positions to match current job titles.

General Services. Deleted titles of positions that no longer exist or that no longer participate in the making of governmental decisions: Facility Manager, Real Estate Assistant. Added titles of new positions: Administrative Services Officer II, Business Development Manager, Department Program Manager.

Fire and Emergency Services Department. Changed titles of positions to match current job titles and included titles of new positions: Assistant Fire Chief – Training and Operations, Administrative Division Manager, Captain Training Officer, UASI Program Manager.

Department of Child Support Services. Deleted titles of positions that no longer exist or no longer participate in the making of governmental decisions: Chief Child Support Attorney and Supervising Accountant. Added the title of a new position: Administrative Services Officer 1.

County Administrator's Office. Deleted titles of positions that no longer exist or no longer participate in the making of governmental decisions: Board of Supervisors Aide. Added the title of a new position: Principal Administrative Analyst.

Agricultural Commissioner/Sealer of Weights and Measures. Revised disclosure categories and included titles of new positions: Department Analyst, Administrative Services Officer I, Agricultural Biologist/Standards Specialist, Senior Agricultural Biologist/Standards Specialist and Deputy Agricultural Commissioner.

Auditor-Controller-Treasurer-Tax Collector. Revised the titles of existing positions and deleted titles of

positions that no longer exist or that no longer participate in the making of governmental decisions: Assistant Tax Collector and Treasury-Money Management Division.

**Prior Board Actions:**

7-16-1991, Resolution No. 91-1226, Board adopted Conflict of Interest Code for the County of Sonoma. Since then, the Board has updated the list of designated positions every two years as required by state law.

**Strategic Plan Alignment**

**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):**

**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; Revised pages of appendix "A" and "B" to Conflict of Interest Code

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

Department material requesting changes to Code; appendixes A & B.



County of Sonoma  
State of California

Date: February 26, 2013

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California, Revising the Conflict of Interest Code for the County of Sonoma and Updating the List of Designated Positions**

**Whereas**, in Resolution No. 91-1227, as last amended by Resolution No. 11-0139, this Board adopted a Conflict of Interest Code for the County of Sonoma; and

**Whereas**, state law requires that each local agency periodically review and revise its code; and

**Whereas**, each County Department was requested to review employee designations and disclosure categories pertinent to the Department, and inform the Clerk of the Board and County Counsel of any necessary revisions; and

**Whereas**, the Fair Political Practices Commission recently adopted a new regulation in which it directed local agencies to amend their conflict of interest codes to clarify the gift disclosure categories for designated employees; and

**Whereas**, County Counsel has reviewed all proposed changes and believes the Code amendments comply with state law; and

**Now, Therefore, Be It Resolved** that Appendix "A" to the Conflict of Interest Code for the County of Sonoma is hereby amended to comply with the new gift disclosure regulation, and is approved as attached hereto.

**Be It Further Resolved** that Appendix "B" to the Conflict of Interest Code for the County of Sonoma is hereby amended, and is approved as attached hereto.

**Be It Further Resolved** that such changes shall become effective immediately and applicable to statements of economic interest due April 1, 2013; and that the Clerk of the Board is directed to send copies of this resolution and revised Appendix A and Appendix B to all department heads, the County Administrator, the County Counsel, and to place a copy on file in the Office of the Board of Supervisors with the Conflict of Interest Code for the County of Sonoma.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## APPENDIX A (Revised February 26, 2013)

DISCLOSURE CATEGORIES	FILE SCHEDULES
1. All sources of <b>income*</b> , <b>investments*</b> and <b>business positions</b> in business entities, and all interests in <b>real property**</b> . (Persons designated to report in this category shall complete all schedules.)	ALL SCHEDULES
2. <b>Investments*</b> and <b>business positions</b> in business entities, and <b>income*</b> from sources which provide services, supplies, materials, machinery or equipment of the type provided by or utilized by the county.	A1 A2 C E
3. <b>Investments*</b> and <b>business positions</b> in business entities, and <b>income</b> from sources, which provide services, supplies, materials, machinery or equipment of the type utilized by or provided by the employee's department or division.	A1 A2 C E
4. Sources of <b>income*</b> from, and <b>investments*</b> and <b>business positions</b> in, business entities which are subject to the regulatory, permit or licensing authority of the employee's department.	A1 A2 C E
5. Sources of <b>income*</b> from, and <b>investments*</b> and <b>business positions</b> in, business entities, which engage in land development, construction or the acquisition or sale of <b>real property**</b> ; and all interests in <b>real property**</b> .	ALL SCHEDULES
6. All sources of <b>income*</b> from providing mental health or counseling services; and <b>investments*</b> and <b>business positions</b> in business entities which provide mental health or counseling services.	A1 A2 C E
7. <b>Investments*</b> and <b>business positions</b> in business entities and <b>income*</b> from sources which provide medical services, including but not limited to privately owned hospitals, medical clinics, laboratories, pharmacies and ambulance companies; and  <b>Investments*</b> and <b>business positions</b> in business entities and <b>income*</b> from sources which manufacture, sell or distribute medical equipment or services of the type leased or loaned by the county to ambulance services, medical services such as police, sheriff and fire rescue units, trauma centers and emergency rooms; and  <b>Investments*</b> and <b>business positions</b> in business entities and <b>income*</b> from sources of the type providing training for persons engaged in medical service programs.	A1 A2 C E
8. <b>Income*</b> from individuals who are county employees, or who appear before the Civil Service Commission as an employee's representative.	C E
9. <b>Investments*</b> and <b>business positions</b> in business entities and <b>income*</b> from sources which provide transportation services subject to the review or approval of the Transportation and Public Works Department and all interests in <b>real property**</b> .	A1 A2 B C
9 (a) <b>Investments</b> , positions in business entities, and <b>income</b> from wineries, hotels, motels, restaurants, providers of entertainment, and other business entities of the type whose goods or services are used or purchased by tourists or to promote tourism; (b) any <b>investments</b> in, <b>income</b> from, or <b>business positions</b> in any entity that supplies goods or services to the Sonoma County Tourism Program; and (c) <b>gifts</b> of over \$50 from anyone with an interest in or who receives income from any industry listed in (a) or (b) above.	A1 A2 C D E
10(a) <b>Investments</b> , <b>business positions</b> in business entities, and <b>income</b> from sources which manufacture, sell, or distribute goods or services to the entertainment industry, including the movie industry, television industry, or advertisement industry; (b) any <b>investments</b> in, <b>income</b> from, or <b>business positions</b> in any entity which produces movies, television shows, or advertisements; (c) any <b>investments</b> in, <b>income</b> from, or <b>business positions</b> in any entity that supplies goods or services to the Sonoma County Film Office; and (d) <b>gifts</b> of over \$50 from anyone with an interest in or who receives income from any industry listed in (a), (b), or (c) above.	A1 A2 C D E

\* Only investments in and sources of income **and gifts** from business entities, and sources of income, which do business in Sonoma County, plan to do business in Sonoma County, or have done business in Sonoma County within the past two years should be reported. In addition to other activities, a business entity is doing business within Sonoma County if it owns **real property** within the County.

\*\* Interests in real property which is located in whole or in part within or not more than two miles outside the boundaries of Sonoma County or within two miles of any land owned or used by Sonoma County, or investments in business entities, which buy and sell real property in Sonoma County.



**CATEGORY****SCHEDULES**

Business Positions	A2, C
Commission Income	A2, C
Gifts received by family members	D (Disclosure may not be required)
Gifts received from family members	D (Disclosure not required, see Schedule D)
Income to my business	A2
Individual Retirement Account	A1, B
Investments	A1, A2
Loans made to others	C (Disclosure not required, but report repayments on Schedule C)
Loans received	B, C
Loans to my business	A2
Owning a business or partnership	A1, A2
Real estate holdings	B (A2 if held by business entity/trust)
Rental income	B, C
Rental property	B (A2 if held by a business entity/trust)
Sale of home/automobile/boat	C
Sole proprietorship	A2
Spouse or registered domestic partner's income	A2, C
Stock holdings	A1, A2
Tickets and passes	D
Travel reimbursements or payments	E
Trusts	A2

**Appendix B – Revised February 26, 2013  
Sheriff’s Office/Coroner**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Sheriff/Coroner	1
Administrative Services Officer	3
Assistant Sheriff	3
Captain	3
Communications Dispatch Manager	3
Department Accounting Manager	3
Department Administrative Services Director	3
Department Analyst	3
<del>Institutional Services Manager</del>	<del>3</del>
<del>Interim Police Chief</del>	<del>3</del>
Lieutenant	3
Department Information Systems Specialist II	3
Department Information Systems Manager	3
Department Program Manager	3
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Regional Parks

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Deputy Director	2, 5
<del>Accountant III</del>	<del>3</del>
Administrative Services Officer	3
<del>Business Development Manager</del>	<del>3</del>
Department Analyst	3
<del>Environmental Specialist</del>	<del>3</del>
<del>Marina Manager</del>	<del>3</del>
<del>Park Grounds Maintenance Manager</del>	<del>3</del>
Park Manager	3
Park Planner II	3
<del>Senior Park Planner</del>	<del>3</del>
Park Planning Manager	2, 5
<del>Programs Manager</del>	<del>3</del>
<del>Public Facilities Manager</del>	<del>3</del>
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Information Systems

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Information Systems Director	3
Administrative Services Officer	3
<del>Assistant Communications Manager</del>	<del>2</del>
Communications Manager	2
Information Systems Division Director	3
Information Systems Project Manager	3
Records Manager	2
<del>Reprographics Manager</del>	<del>2</del>
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Human Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director of Human Services	1
Accountant III	3, 6
Administrative Services Officer I	3, 6
<u>*Administrative Services Officer II</u>	<u>3, 6</u>
Chef	1
Chief Public Administrator/Guardian/Conservator	3
Children’s Services Section Manager	3, 6
Department Administrative Services Director	1
Department Analyst	3, 6
Department Information Systems Manager	3
Human Services Division Director	1
Human Services Section Manager	3, 6
Program Development Manager	3, 6
Program Planning Analyst	3, 6
Public Health Nurse II	6, 7
Senior Department Information Systems Manager	3
Senior Storekeeper	3
Social Service Supervisor I/II	6
Social Service Worker IV	6
<del>Storekeeper</del>	<del>3</del>
Supervising Accountant	3, 6
Supervising Employment & Training Counselor	6
Valley of the Moon Children’s Home Manager	3, 6
Veterans Claims Worker I/II/III	6, 7
Veterans Service Officer	6, 7
Consultants	**

\*New position added to department allocation list effective 7/1/10.

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Health Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Acute Forensics Section Manager	3, 6, 7
Administrative Services Officer II	3, 7
Adult, Youth and Family Services Section Manager	3, 6, 7
<del>Alcohol and Other Drug Services Section Manager</del>	<del>3, 6, 7</del>
<u>Substance Use Disorder and Recovery Services Section Manager</u>	<u>3, 6, 7</u>
Assistant Director of Health Services	1
<u>Business Development Manager</u>	<u>3, 7</u>
Community Mental Health Section Manager	3, 6, 7
Department Administrative Services Director	1
Deputy Public Health Officer	3, 6, 7
Director of Animal Care and Control	3
Director of Health Services	1
Director of Health Policy, Planning & Evaluation	1
EMS Coordinator	4, 7
EMS Specialist	4, 7
Environmental Health Program Manager	4
Environmental Health & Safety Section Manager	3, 6, 7
Family Health Section Manager	3, 6, 7
First 5 Sonoma Section Manager	3, 6, 7
Healthy Communities Section Manager	3, 6, 7
<del>Mental Health Services Director</del>	<del>3, 6, 7</del>
<u>Health Services Division Director, Behavioral Health</u>	<u>3, 6, 7</u>
<u>Health Services Division Director, Public Health</u>	<u>3, 6, 7</u>
Mental Health Medical Director	1
Public Health Laboratory Director	3, 4, 7
<del>Public Health Officer</del>	<del>1</del>
<u>Health Officer</u>	<u>1</u>
Regional EMS Manager	3, 4, 7
Department Information Systems Manager	3
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 General Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Deputy Director – General Services	1
Administrative Services Officer I	1
<del>Administrative Services Officer II</del>	<del>1</del>
County Architect	2
Associate Architect	2
Purchasing Agent	1
Assistant Purchasing Agent	2
Buyer	2
Fleet Manager	2
Assistant Fleet Manager	2
Real Estate Manager	2, 5
<del>Facility Manager</del>	<del>2</del>
Assistant Facility Manager	2
Assistant Building Superintendent	2
<del>Real Estate Assistant</del>	<del>2, 5</del>
Department Analyst	2
Sr. Project Specialist	2, 5
Major Project Architect	2, 5
Energy and Sustainability Manager	2
Assistant Real Estate Manager	2, 5
<del>Business Development Manager</del>	<del>2</del>
<del>Department Program Manager</del>	<del>2</del>

### Consultants

\*\*

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Fire and Emergency Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
<u>County Fire Chief, Department Director</u>	1
<u>Emergency Services Coordinator Manager</u>	2
<u>Assistant Fire Chief – Fire Marshal</u>	2
<u>Assistant Fire Chief – Training and Operations</u>	2
<u>Administrative Services Officer I</u>	2
<u>Fire Services Officer</u>	3
<u>Senior Fire Inspector, Training</u>	3
<u>UASI Program Manager</u>	3
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



**Appendix B – Revised February 26, 2013  
Department of Child Support Services**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	3
Assistant Director	3
<del>Chief Child Support Attorney</del>	<del>3</del>
Child Support Attorney	3
<del>Supervising Accountant</del>	<del>3</del>
Child Support Section Manager	3
Administrative Services Officer I	3
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Appendix B – Revised February 26, 2013  
County Administrator’s Office**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Assistant County Administrator	1
Administrative Analyst I/II/III	1
Deputy County Administrator	1
<u>Principal Administrative Analyst</u>	<u>1</u>
Community and Governmental Affairs Manager	1
Chief Deputy Clerk of the Board	1
Office Support Supervisor	1
<del>Board of Supervisors Aide</del>	<del>1</del>
Board of Supervisors Staff Assistant	1
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Agricultural Commissioner/Sealer of Weights and Measures

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Agricultural Commissioner/Sealer	1
Assistant Agricultural Commissioner/Sealer	1
Agricultural Vineyard Conservation Coordinator	<u>1, 3</u>
Chief Deputy Agricultural Commissioner	<u>3, 4, 5</u>
Chief Deputy Sealer	<u>3, 4</u>
<u>Department Analyst</u>	<u>3</u>
<u>Administrative Services Officer I</u>	<u>1</u>
<u>Agricultural Biologist/Standards Specialist</u>	<u>4</u>
<u>Senior Agricultural Biologist/Standards Specialist</u>	<u>4, 5</u>
<u>Deputy Agricultural Commissioner</u>	<u>4, 5</u>
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Auditor-Controller-Treasurer-Tax Collector

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Auditor-Controller-Treasurer-Tax Collector	1 (Statutory Filer)*
Assistant Auditor-Controller	<u>2</u> , 3
Assistant Treasurer-Tax Collector	<u>1 (Statutory Filer)**</u> , 3
Accounting Manager	3
Audit Manager	3
Payroll Manager	3
Tax Manager	3
Treasury Manager	<u>1 (Statutory Filer)**</u> , 3
<del>Treasury – Money Management Division</del>	<del>3</del>
<del>Assistant Tax Collector</del>	<del>3</del>
Consultants	***

\* Original Form 700 filed with County Clerk and forwarded to FPPC per Government Code §87500(e)

\*\* Form 700 filed with the Auditor-Controller-Treasurer-Tax Collector’s Office

\*\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Clean Copy of Appendix B – Revised February 26, 2013**

**Appendix B – Revised February 26, 2013  
Sheriff's Office/Coroner**

<b><u>Designated Positions:</u></b>	<b><u>Disclosure Category:</u></b>
Sheriff/Coroner	1
Administrative Services Officer	3
Assistant Sheriff	3
Captain	3
Communications Dispatch Manager	3
Department Accounting Manager	3
Department Administrative Services Director	3
Department Analyst	3
Lieutenant	3
Department Information Systems Specialist II	3
Department Information Systems Manager	3
Department Program Manager	3
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Regional Parks

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Deputy Director	2, 5
Administrative Services Officer	3
Business Development Manager	3
Department Analyst	3
Park Manager	3
Park Planner II	3
Senior Park Planner	3
Park Planning Manager	2, 5
Programs Manager	3
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Information Systems

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Information Systems Director	3
Administrative Services Officer	3
Communications Manager	2
Information Systems Division Director	3
Information Systems Project Manager	3
Records Manager	2
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.



## Appendix B – Revised February 26, 2013 Human Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director of Human Services	1
Accountant III	3, 6
Administrative Services Officer I	3, 6
*Administrative Services Officer II	3, 6
Chef	1
Chief Public Administrator/Guardian/Conservator	3
Children’s Services Section Manager	3, 6
Department Administrative Services Director	1
Department Analyst	3, 6
Department Information Systems Manager	3
Human Services Division Director	1
Human Services Section Manager	3, 6
Program Development Manager	3, 6
Program Planning Analyst	3, 6
Public Health Nurse II	6, 7
Senior Department Information Systems Manager	3
Senior Storekeeper	3
Social Service Supervisor I/II	6
Social Service Worker IV	6
Supervising Accountant	3, 6
Supervising Employment & Training Counselor	6
Valley of the Moon Children’s Home Manager	3, 6
Veterans Claims Worker I/II/III	6, 7
Veterans Service Officer	6, 7
Consultants	**

\*New position added to department allocation list effective 7/1/10.

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Health Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Acute Forensics Section Manager	3, 6, 7
Administrative Services Officer II	3, 7
Adult, Youth and Family Services Section Manager	3, 6, 7
Substance Use Disorder and Recovery Services Section Manager	3, 6, 7
Assistant Director of Health Services	1
Business Development Manager	3, 7
Community Mental Health Section Manager	3, 6, 7
Department Administrative Services Director	1
Deputy Public Health Officer	3, 6, 7
Director of Animal Care and Control	3
Director of Health Services	1
Director of Health Policy, Planning & Evaluation	1
EMS Coordinator	4, 7
EMS Specialist	4, 7
Environmental Health Program Manager	4
Environmental Health & Safety Section Manager	3, 6, 7
Family Health Section Manager	3, 6, 7
First 5 Sonoma Section Manager	3, 6, 7
Healthy Communities Section Manager	3, 6, 7
Health Services Division Director, Behavioral Health	3, 6, 7
Health Services Division Director, Public Health	3, 6, 7
Mental Health Medical Director	1
Public Health Laboratory Director	3, 4, 7
Health Officer	1
Regional EMS Manager	3, 4, 7
Department Information Systems Manager	3
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations: The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 General Services

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	1
Deputy Director – General Services	1
Administrative Services Officer I	1
Administrative Services Officer II	1
County Architect	2
Associate Architect	2
Purchasing Agent	1
Assistant Purchasing Agent	2
Buyer	2
Fleet Manager	2
Assistant Fleet Manager	2
Real Estate Manager	2, 5
Assistant Facility Manager	2
Assistant Building Superintendent	2
Department Analyst	2
Sr. Project Specialist	2, 5
Major Project Architect	2, 5
Energy and Sustainability Manager	2
Assistant Real Estate Manager	2, 5
Business Development Manager	2
Department Program Manager	2

Consultants \*\*

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:  
The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## **Appendix B – Revised February 26, 2013 Fire and Emergency Services**

**Designated Positions:**

**Disclosure Category:**

County Fire Chief, Department Director	1
Emergency Manager	2
Assistant Fire Chief – Fire Marshal	2
Assistant Fire Chief – Training and Operations	2
Administrative Services Officer I	2
Fire Services Officer	3
Senior Fire Inspector, Training	3
UASI Program Manager	3
Consultants	**

**\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:**

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Appendix B – Revised February 26, 2013  
Department of Child Support Services**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Director	3
Assistant Director	3
Child Support Attorney	3
Child Support Section Manager	3
Administrative Services Officer I	3
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Appendix B – Revised February 26, 2013  
County Administrator’s Office**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Assistant County Administrator	1
Administrative Analyst I/II/III	1
Deputy County Administrator	1
Principal Administrative Analyst	1
Community and Governmental Affairs Manager	1
Chief Deputy Clerk of the Board	1
Office Support Supervisor	1
Board of Supervisors Staff Assistant	1
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a “Designated Position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The department head’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**Appendix B – Revised February 26, 2013**  
**Agricultural Commissioner/Sealer of Weights and Measures**

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Agricultural Commissioner/Sealer	1
Assistant Agricultural Commissioner/Sealer	1
Agricultural Vineyard Conservation Coordinator	1
Chief Deputy Agricultural Commissioner	3, 4, 5
Chief Deputy Sealer	3, 4
Department Analyst	3
Administrative Services Officer I	1
Agricultural Biologist/Standards Specialist	4
Senior Agricultural Biologist/Standards Specialist	4, 5
Deputy Agricultural Commissioner	4, 5
Consultants	**

\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## Appendix B – Revised February 26, 2013 Auditor-Controller-Treasurer-Tax Collector

<u>Designated Positions:</u>	<u>Disclosure Category:</u>
Auditor-Controller-Treasurer-Tax Collector	1 (Statutory Filer)*
Assistant Auditor-Controller	2
Assistant Treasurer-Tax Collector	1 (Statutory Filer)**
Accounting Manager	3
Audit Manager	3
Payroll Manager	3
Tax Manager	3
Treasury Manager	1 (Statutory Filer)**
Consultants	***

\* Original Form 700 filed with County Clerk and forwarded to FPPC per Government Code §87500(e)

\*\* Form 700 filed with the Auditor-Controller-Treasurer-Tax Collector's Office

\*\*\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The department head may determine in writing that a particular consultant, although a "Designated Position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The department head's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.





## 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:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Linda Schiltgen, Deputy County Counsel  
(707) 565-2421

**Supervisorial District(s):**

4<sup>th</sup> District

**Title:** Del Rio Woods Recreation and Park District Exemption to Conflict of Interest Code

### **Recommended Actions:**

Adopt resolution approving Del Rio Woods Recreation and Park District's request for a small agency exemption from the conflict of interest code requirements.

### **Executive Summary:**

State law establishes a system where local jurisdictions adopt conflict of interest codes and submit them to the Board of Supervisors for approval as the "code reviewing body" for all jurisdictions, except cities, within the County. In this item, the Board of Supervisors is acting in its capacity as the "code reviewing body" for the recommended action.

The purpose of a conflict of interest code is to require that any person making a decision which could affect a personal financial interest disclose any such financial interests in a public record. There is a small agency exemption to the conflict of interest code requirements as set forth in California Code of Regulations, Title 2, §18751. The code reviewing body may grant an exemption to the conflict of interest code for small districts if good cause exists due to extraordinary circumstances that indicate the burden on the agency of adopting a conflict of interest code is not warranted by the degree of likelihood that a conflict of interest may occur.

Del Rio Woods Recreation and Park District's sole function is to provide a swimming area on the Russian River. It has no employees except for temporary lifeguards. Its only expenditures aside from the lifeguards are for utilities and insurance. The District's board members receive no compensation and they are not reimbursed for expenses.

Based on these facts, County Counsel recommends granting Del Rio Woods' request for a small agency exemption to the conflict of interest code requirements.

<b>Prior Board Actions:</b>			
<b>Strategic Plan Alignment</b>			
<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>\$</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

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Date: February 26, 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, Granting a Small Agency Conflict of Interest Code Exemption for Del Rio Woods Recreation and Park District**

**Whereas**, state law establishes a system where local jurisdictions adopt conflict of interest codes and submit them to the Board of Supervisors for approval as the code reviewing body for all jurisdictions, except cities, within the County of Sonoma; and

**Whereas**, the purpose of a conflict of interest code is to require that any person making a decision which could affect a personal financial interest disclose any such financial interests in a public record; and

**Whereas**, state law also provides an exemption to the conflict of interest code requirement for small agencies where the code reviewing body has determined that good cause exists due to extraordinary circumstances that indicate the burden on the agency of adopting a conflict of interest code is not warranted by the degree of likelihood that a conflict of interest may occur; and

**Whereas**, Del Rio Woods Recreation and Park District's sole function is to provide a swimming area on the Russian River; and

**Whereas**, Del Rio Woods Recreation and Park District has no employees except for temporary lifeguards; and

**Whereas**, Del Rio Woods Recreation and Park District's only other expenditures are for utilities and insurance; and

**Whereas**, Del Rio Woods Recreation and Park District's board members receive no compensation and they are not reimbursed for expenses.

**Whereas**, County Counsel has reviewed the request for an exemption and has determined that Del Rio Woods Recreation and Park District qualifies for a small agency exemption to the conflict of interest codes as set forth in state law.

**Now, Therefore, Be It Resolved** that the Board of Supervisors, as the code reviewing body, hereby determines that good cause exists due to extraordinary circumstances that indicate the burden on Del Rio Woods of adopting a conflict of interest code is not warranted by the degree of likelihood that a conflict of interest may occur.

**Be It Further Resolved** that based on the facts set forth above, the Board of Supervisors grants Del Rio Woods Recreation and Park District's request for a small agency exemption from the conflict of interest code requirements as authorized by state law.

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: 24**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jeff Brax, 707-565-2421

**Supervisorial District(s):**

Countywide

**Title:** Second Amendment to Legal Services Agreement between County of Sonoma and Nixon Peabody LLP for Legal Services.

### **Recommended Actions:**

Authorize the Chair to execute a second amendment to the legal services agreement with Nixon Peabody LLP for legal services related to the litigation entitled *Mishewal Wappo Tribe of Alexander Valley v. Salazar*, U.S. District Court (N.D. Cal.), Case No. 5:09-cv-02502-EJD, to extend the contract term through July 30, 2014 and increase the not to exceed amount by \$125,000.

### **Executive Summary:**

In August 2011, the Board of Supervisors approved the current agreement with Nixon Peabody LLP for legal services related to *Mishewal Wappo Tribe of Alexander Valley v. Salazar*, U.S. District Court (N.D. Cal.), Case No. 5:09-cv-02502-EJD. The agreement authorizes payments not to exceed \$125,000, and is set to expire on July 30, 2013. Nixon Peabody has substantial experience in Indian law and federal litigation, and since 2010 has provided expert legal services to the County and Napa County regarding the above-identified litigation, which seeks to reverse the 1959 termination of federal recognition of The Mishewal Wappo Tribe of Alexander Valley, and an order compelling the federal government to transfer public lands and consider future lands as "restored land," making them immediately available for casino gaming. Nixon Peabody has prosecuted a motion to dismiss the litigation, and responded to a motion to dismiss the Counties from the case. Those motions are on appeal to the Ninth Circuit Court of Appeal. Based on the appeal, County Counsel recommends the Board approve an amendment to the agreement to increase the not to exceed amount by \$125,000, and extend the term to July 30, 2014. Legal expenses in this effort will continue to be paid equally between the County and Napa County, which has a separate agreement with the firm. This amendment covers only the potential cost to Sonoma County.

### **Prior Board Actions:**

On November 9, 2010, the Board authorized the Chair to execute an initial agreement with Nixon Peabody LLP. On August 23, 2011, the Board authorized the Chair to execute the existing legal services agreement with Nixon Peabody LLP.

<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
This contract supports County Counsel's ability to protect the County's economic and environmental interests.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 125,000	County General Fund	\$ 125,000
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>			
The necessary appropriations associated with the amendment are included in the FY 12-13 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>			
Second Amendment to Legal Services Agreement.			
<b>Related Items "On File" with the Clerk of the Board:</b>			

**SECOND AMENDMENT TO  
LEGAL SERVICES AGREEMENT**

This Second Amendment (“Amendment”), dated as of February 26, 2013 (“Effective Date”), is made by and between the County of Sonoma (“County”) and Nixon Peabody LLP, a limited liability partnership (hereinafter “Attorneys”). All terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Existing Agreement (as defined below.

**RECITALS**

WHEREAS, County and Attorneys entered into a Legal Services Agreement that was approved by the County of August 23, 2011 and amended by the Parties effective July 30, 2012 (“Existing Agreement”); and

WHEREAS, the Existing Agreement states that total payments shall not exceed One Hundred and Twenty-Five Thousand Dollars (\$125,000) and shall terminate on July 30, 2012; and

WHEREAS, the Parties desire to increase the compensation amount and extend the term of the Existing Agreement; and

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

**AGREEMENT**

1. Compensation (Section 3). Section 3 of the Existing Agreement is hereby deleted and replaced with the following language:

3. Compensation. Compensation to Attorney for services shall be at the rates set forth in Exhibit A, provided that total payments hereunder shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000). Legal services and expenses incurred by Attorney shall be paid equally between the County and County of Napa. Attendance at a closed session meeting or the board of supervisors or other legal services for the sole benefit of one county shall be paid by the county receiving the extra service. The rates set forth in Exhibit A shall not be adjusted without a formal amendment to this Agreement.

2. Term (Section 4). Section 4 of the Existing Agreement is hereby deleted and replaced with the following language:

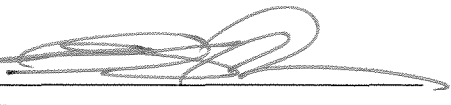
4. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on July 30, 2014.

3. Except to the extent the Existing Agreement is specifically amended herein, the Existing Agreement 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 Existing Agreement or any right of County arising thereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

Dated: February 18, 2013

NIXON PEABODY LLP

By: 

Michael S. Cohen  
Partner

Dated: February \_\_\_, 2013

COUNTY OF SONOMA, a political subdivision of the State  
of California

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

David Rabbitt  
Chair  
Sonoma County Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

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

APPROVED AS TO FORM FOR COUNTY:

Dated: February \_\_\_, 2013

BRUCE GOLDSTEIN, County Counsel

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

Jeffrey M. Brax  
Deputy County Counsel  
County of Sonoma





## 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 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Barry LeDucq 565-2847

**Supervisorial District(s):**

Four

**Title:** Rockpile Road Radio Tower and Vault Project

### **Recommended Actions:**

Authorize the Chair of the Board to execute a consulting contract with Stantec Architecture for the design, construction documents, and construction administration services for the Rockpile Road Radio Tower and Vault project. Total lump sum cost \$40,300 and the agreement will be in effect from the date of Board approval through 6/30/2014.

### **Executive Summary:**

The county of Sonoma maintains a series of communication sites throughout the County that provide radio and wireless communication for vital services, including 911 dispatch, emergency fire services, emergency medical response, law enforcement and other agencies. Many of these existing sites use old, outdated equipment. The County is in the process of updating and upgrading a number of these sites in order to provide improved communication service with better connections between the tower sites. Additionally, new sites, such as the one planned for Rockpile Road are required to improve the connectivity of the system.

### **Project Description:**

At present there is a gap in the wireless communications coverage in serving the Lake Sonoma area in northern Sonoma County. This gap prevents adequate wireless communication with first responders, law enforcement, and other emergency services in this area. In order to address this issue and provide a key link to the existing wireless communication system, the Sheriff's Department, in coordination with General Services Facilities Development & Management Division, has identified a location on Rockpile Road as an optimal site for the installation of an 80' communication tower, equipment vault and other associated improvements. This radio tower will fill the gap in wireless communication coverage in the area, and provide a key link to the existing wireless communications system. This installation will also become a component of the proposed BayWEB system, providing interconnectivity to first responders and law enforcement throughout the Bay Area. To facilitate this project the County will enter into a land

lease with the Federal Govt. to allow the installation of the County Owned tower and vault. In order to complete lease negotiations schematic design documents reflecting tower location and related site infrastructure are required.

**Consultant Selection:**

A consultant with required technical and related expertise is required to develop the design documents and eventually facilitate the installation of the tower improvements. A Qualifications based selection process was initiated by staff to identify qualified consultants for the project. Statements of Qualification (SOQ) were received from Stantec Architecture, Glass Architects, and BKF Engineers. After reviewing the SOQ's Staff determined Stantec Architecture to be the most qualified firm.

Staff entered into fee negotiations with Stantec Architecture and a project fee of \$40,300 was negotiated for design, construction documents, and construction administration services. Based on fees for similar services on other recent tower projects, staff found this fee to be fair and reasonable for the scope of work to be provided. The term of the agreement with Stantec Architecture for the design drawings will run from the date of Board approval through 6/30/2014.

The work to be provided by Stantec Architecture will be broken into two phases. The first phase will provide schematic design documents for use in lease negotiations at a cost of \$11,300. Once the lease has been approved, Stantec will complete phase 2, which will include the construction documents and construction administration services. Should lease negotiations not be successful, the phase 2 work will not be done and the remaining fee associated with that work would not be incurred.

**Prior Board Actions:**

01/20/12 – Approved the proposed BayWEB Systems Funding Plan and authorized the County's BayRICS Board director to approve the proposed BayWEB Build Own Operate Manage agreement between BayRICS and Motorola Solutions, Inc.

2011 – Approved the Site Used & Access Agreements related to the County's BayWEB site for equipment installation. Authorized the County to join the BayRICS JPA for the purpose of establishing the BayWEB Public Safety & Access broadband and communications system.

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

Goal 3: Investing in the future.  
The radio tower upgrade projects support the public safety needs of the residents of Sonoma County by providing continued, and improved communication coverage through this and surrounding areas. These projects also provide needed infrastructure for future communications systems expansion and upgrades.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 40,300	County General Fund	\$ 40,300
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 40,300</b>	<b>Total Sources</b>	<b>\$ 40,300</b>

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

A lump sum of \$40,330 funded by County General Fund to Stantec Architecture, Inc. to provide design and construction administration for key elements of the County's safety communications network. The proposed fees are within the approved project budget and are included in the CPP for Radio Projects.

**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:**

4 Copies of Contract #2630 with Stantec Architecture, Inc.



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 26**

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

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

**To:** Board of Supervisors and Water Agency Board of Directors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sam Ruark, 565-2125; Dale Roberts, 547-1979

**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:** Sustainable Energy and Economic Development Fund

### **Recommended Actions:**

Authorize the Chair of the Board of Supervisors and the Chair of the Board of Directors of the Sonoma County Water Agency to execute the Memorandums of Understanding with Strategic Energy Innovations, to support the development and evaluation of an aggregated solar procurement solicitation for public agency facilities and to allow those facilities to participate in the Sustainable Energy and Economic Development Fund program.

### **Executive Summary:**

In August 2011 Strategic Energy Innovations, a California nonprofit corporation based in San Rafael, successfully submitted a California Solar Initiative (C.S.I.) Research, Development, Deployment, and Demonstration (R.D.&D.) Program Grant Solicitation for its proposed Solar Energy and Economic Development (S.E.E.D.) Fund initiative. The C.S.I. program is overseen by the California Public Utilities Commission (C.P.U.C.). The S.E.E.D. Fund is an innovative business model for increasing solar photovoltaic deployment among public agencies through an aggregated regional solar procurement process and deferral of upfront costs for project planning, site assessment, and development. This C.S.I. grant awarded to S.E.I. provides funding for the participation of the County of Sonoma and the Water Agency in this program. S.E.I. offered public Agencies such as the County, Water Agency, Cities, schools, and libraries the opportunity to participate in this grant funded program.

This approach was successfully implemented by Strategic Energy Innovations in Santa Clara County as part of the Silicon Valley Collaborative Renewable Energy Procurement Project. This resulted in the installation of over 14.4 MW of solar, at 70 public facility sites. By aggregating sites in Santa Clara County, the participants were estimated to have received a reduction in pricing from vendors of 12 percent, and each participant now expects to save an average of 8 percent in electricity costs over the next two decades as a result of the program. Recognizing its high potential of success, the County of Sonoma's General Services Department submitted a letter of support to the C.P.U.C. for the S.E.E.D. initiative in Sonoma County.

The Water Agency's Energy Policy, adopted by the Board on March 22, 2011, directs the Water Agency to "continue to implement programs that reduce the Water Agency's greenhouse gas production, with the goal of

achieving a net carbon neutral energy supply by 2015,” and to “continue to seek and develop more reliable sources of electricity for the region, including participating in local energy projects and programs that promote self-sufficiency and make North Bay residents less dependent on outside energy sources.” Participating in the S.E.E.D. Fund program would further both of these goals.

Public entities in Sonoma, Napa and Marin have been coordinating with Strategic Energy Innovations over the past year to identify, evaluate and review potential solar sites at public agency facilities. General Services has identified one high-potential solar site, the Sheriff’s Sub-Station in Sonoma. Sonoma County Water Agency (Water Agency) staff have identified four high-potential sites: 204 Concourse, Airport Wastewater Treatment Plant, Geyserville Wastewater Treatment Plant, and Sea Ranch North Wastewater Treatment Plant. Both County and Water Agency staff recommend proceeding with a full feasibility study of the sites for potential inclusion in an aggregated solar procurement solicitation, as outlined in the two attached Memorandums of Understanding (M.O.U.). One of the two M.O.U.s applies to the facility managed by General Services, and the other M.O.U. addresses the facilities managed by the Water Agency.

The services offered under this M.O.U. are free to the County and Water Agency and the agreement shall expire on the later of the second anniversary of the Effective Date, or 365 days after the completion of the Procurement Process, as determined by SEED Fund Program.

By signing the M.O.U. and participating in the S.E.E.D. Fund, the County of Sonoma and the Water Agency will be able to proceed in assessing the feasibility of each project and the viability of inclusion in an aggregated solar procurement solicitation by S.E.I, a neutral third party. The project benefits include reduction of energy use and its environmental impacts, lower administrative and transaction costs associated with solar procurement, competitive contract terms, standardized procurement documents, financing and processes, accelerated financing and deployment, and increase solar deployment at the most competitive costs. County and Water Agency participation in the S.E.E.D. Fund would also contribute to local job creation, reduction in greenhouse gas emissions, stable energy costs and collaboration amongst public and private partners. The S.E.E.D. fund is one more avenue available to the County and the Water Agency to promote the installation of photovoltaic installations on public facilities. It will not and has not prevented the County or the Water Agency from pursuing independent installations as has been the case in recent and planned solar installations by both entities.

Once the feasibility studies are complete, Strategic Energy Innovations and one of the participating public entities jointly acting as program administrators would send out a request for proposals (R.F.P.s) in mid summer 2013 to potential solar contractors. The R.F.P. would bundle the public entity sites into groups of similar size and geographic region. Project proposals will be evaluated on price, financing terms, energy output, and experience and location of the contractors. Staff would return to the Board for project approval if the projects are deemed beneficial to the County and/or S.C.W.A. If the Board approves project construction could begin in late 2013. Staff will work with S.E.I. to ensure that the escalation rates that are used in the potential proposals by the solar vendors are conservative and appropriate for those sites and rate schedules.

If the County and Water Agency were to move forward on a project it is estimated that the Administration costs will be lower by approximately 50% and the transaction costs 10-12% by participating in this program. Administration costs are lower due to S.E.I. and their subcontractors providing a free feasibility study and Request for Proposals. The transaction costs are lower due to the bulk buying of solar system materials and installation costs across multiple jurisdictions.

The M.O.U.s does not bind the General Services Department or the Water Agency to participating in the program after the feasibility studies are complete. General Services Department or the Water Agency would return to the Board for approval of their respective projects, if they appear viable and cost effective. If the County or Water Agency were to select a vendor, through Board approval, to install a solar system through this program there would be a onetime 1.5% - 2% cost recovery charge on the installed price of the system to the S.E.E.D. fund. This funding would be factored into the cost of the system and would be repaid by a reduction in utility rates.

If the feasibility studies of the sites above are deemed viable, the Water Agency may return to the Board to recommend the Water Agency use some of the C.S.I. grant funding and assist in administering the program with Strategic Energy Innovations.

**Prior Board Actions:**

- 1/26/2010 – Approve a 750 kW photovoltaic system at the Los Guilicos campus.
- 5/18/2010 – Approve Resolutions to finance and install the 750 kW photovoltaic systems at the Los Guilicos campus.
- 04/24/2012 – Approval of Solar Services Agreement and Site Lease with SPG Solar for a 706 kW photovoltaic system at the Los Guilicos campus.
- 03/22/11 Water Agency Board of Directors approved the Water Agency Energy Policy which authorized the Water Agency to pursue the goal of Carbon Free Water by 2015 and to pursue projects of regional benefit.

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

The S.E.E.D. Fund is an innovative business model for increasing solar photovoltaic deployment among public agencies through an aggregated solar procurement solicitation process. Renewable energy projects contribute to local job creation, reduction in greenhouse gas emissions, stable energy costs and collaboration amongst public and private partners. Renewable energy projects also help the County, its incorporated cities and towns, and the State meet their aggressive climate plan goals.

**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>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>

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

If, during the Terms of the M.O.U., the General Services Department and/or the Sonoma County Water Agency enter into a contract to build a renewable energy system on facilities identified in the Feasibility Study, or enter into a power purchase agreement or other similar agreement to purchase renewable energy from any energy service provider from facilities identified in the Feasibility Study, professional services provided by the S.E.E.D. Fund™ shall be reimbursed at a onetime cost of 1.5 to 2% of the total installed value of the renewable energy project. This cost to the County and/or Water Agency will be covered by reduced utility costs generated as a result of the solar system(s) installation.

**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):**

The General Services Department’s Energy and Sustainability Division and Sonoma County Water Agency will provide staff support as needed to fulfill the terms of the M.O.U. No additional staff is required.

**Attachments:**

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

- (1) County of Sonoma Memorandum of Understanding with Strategic Energy Innovations
- (2) Sonoma County Water Agency Memorandum of Understanding with Strategic Energy Innovations



## 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 of Sonoma County

**Board Agenda Date:** February 26, 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:** Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Subcontractor Agreements

### **Recommended Actions:**

Authorize the Director of the Department of Health Services to approve the fifth amendment to an agreement with Laurie Hiatt in an amount not to exceed \$15,245 and expanding the scope of work to include SNAP-Ed food access community assessment and program services for a new not to exceed contract total of \$108,535 for the period August 15, 2008 to December 31, 2013.

Authorize the Director of the Department of Health Services to approve the first amendment to an agreement with Santa Rosa Memorial Hospital in an amount not to exceed \$126,098, expanding the scope of work to include SNAP-Ed community engagement and mentoring services, and extending the contract term by thirty-three months for a new not to exceed contract total of \$181,103 and end date of September 30, 2016.

### **Executive Summary:**

In Sonoma County, approximately 27 percent of Sonoma County residents live at or below 185 percent of the federal poverty guidelines, which for a family of four is \$23,050 per year. Economically disadvantaged children, adolescents, and adults are disproportionately affected by excess weight and obesity, and the associated health risks. Latinos, who account for approximately 25 percent of Sonoma County's population, are also disproportionately affected in comparison to non-Latino Whites.

Contributing to these disparities are food access and food security issues including the lack of consistent access to nutritious food, inadequate economic and physical resources necessary to obtain healthy food, and insufficient knowledge about nutrition. These issues all contribute to poor nutritional status among low-income families. Recent data shows that approximately 42 percent of adults in Sonoma County are consuming less than the recommended five servings of fruits and vegetables per day and 60.7 percent of teens (ages 12-17) and 42.0 percent of children (ages 2-11) are drinking one or more sodas per day. While a direct correlation has not been made, food access issues and food insecurity may account for this data.

Since March 2008, the Department of Health Services (DHS), in partnership with the Community Activity



and Nutrition Coalition of Sonoma County (CAN-C), has implemented the Healthy Food Outlet Project and Smart Meal Restaurant Program in an effort to improve access to healthier foods in Guerneville, Monte Rio, Fetters Hot Springs, and the Roseland and Kawana Springs neighborhoods in Santa Rosa. As of December 2012, eight restaurants have added adult and kid meals that meet healthier nutrition standards to their menus and 14 food outlets have made in-store changes to increase their offering of healthier products for customers, including fresh produce.

In January 2012, DHS received Supplemental Nutrition Assistance Program-Education (SNAP-Ed) funds from the California Department of Public Health (CDPH) to implement the Community Nutrition Expansion Project (CNEP) in federal fiscal year (FFY) 2012. In October 2012, DHS received additional SNAP-Ed funding from CDPH in the amount of \$2,532,078 for FFY 2013-2016. This funding will be used to expand CNEP work through implementation of a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption among Sonoma County's CalFresh eligible population, and engage residents in low-income neighborhoods to participate in a food environment assessment in FFY 2016.

While DHS is building staff capacity and expertise to accomplish program goals, CDPH requires subcontracts with community partners to accomplish specific current activities as detailed in the list below. To meet this requirement, DHS issued competitive Request for Proposals (RFP) to assist with implementation of the food access portion of the SNAP-Ed grant.

**SNAP-Ed Food Access Assessment and Program Contractor.** DHS released a SNAP-Ed Food Access Assessment and Program Contractor RFP on October 17, 2012. The RFP was posted online as well as distributed to various community groups, reaching 100 individuals and organizations. Because no proposals were received in response to the RFP, DHS contacted individuals and organizations who were planning to submit a proposal to determine the reasons for their non-response. Identified reasons included staffing and budget limitations as well as a lack of subject-matter expertise.

As a result of the non-response to the RFP, DHS elected to submit a single source waiver request to Purchasing for a portion of the work outlined in the original RFP and contract with Laurie Hiatt to leverage her extensive knowledge of food access work. The single source waiver request was approved by the County Purchasing Agent. Ms. Hiatt has served as a contractor with DHS for over three years, engaging in food environment assessments, acting as a business liaison to small businesses, developing food access training programs and tools, mentoring community members, and providing technical assistance services for various food access projects, including the Healthy Food Outlet Project and Smart Meal Restaurant Program.

DHS recommends amending the current agreement with Ms. Hiatt to increase the amount from \$93,290 to \$108,535, an increase of \$15,245. The current contract term of August 15, 2008 through December 31, 2013 will remain unchanged. Ms Hiatt's expanded scope of work will include the following services:

- Identify strategies aimed at improving access and consumption of healthy foods and beverages.
- Provide technical assistance, training and mentoring related to the implementation and evaluation of interventions aimed at increasing access and consumption of healthy foods and beverages, including the Healthy Food Outlet Project.
- Assist County Nutrition Action Plan Workgroup in promoting and supporting environmental changes to reduce sugar-sweetened beverage consumption.
- Assist DHS staff to plan and host a County health forum to address primary prevention of

diseases through healthier eating patterns and more physical activity.

The agency providing funding for this work, California Department of Public Health, requires that 30 to 50 percent of the funds provided are spent through utilization of sub-contractors. Additionally, there is a limited budget for the large amount of work to be completed and a short period of time in which to complete the work. Subcontracting with community partners is therefore essential as they have subject matter expertise, strong relationships with the target population, and can begin work as soon as approval by the County is received.

**SNAP-Ed Community Engagement Contractor.** DHS released a SNAP-Ed Community Engagement Contractor RFP on October 17, 2012. An RFP was posted to the Sonoma County Purchasing website, the Department of Health Services (DHS) announcement web page and was distributed through various coalition/committee listserves (e.g., Community Activity & Nutrition Coalition Listserv) and to over 100 individuals and organizations via email, including organizations with expertise in community engagement. Those receiving the email were asked to forward the announcement to individuals and/or organizations with potential interest in submitting a proposal.

Two proposals were received and evaluated in response to the RFP. A three-person review committee comprised of two DHS staff and a local coalition coordinator with extensive community engagement knowledge evaluated the proposals. The review committee ranked the proposers based on experience providing leadership training and mentoring community members, particularly low-income, Latino populations, agency capacity to coordinate project, and references. As a result of the review process, DHS recommends amending an existing agreement with Santa Rosa Memorial Hospital (part of the St. Joseph Health System) in an amount not to exceed \$126,098, expanding the scope of work to include SNAP-Ed community engagement and mentoring services, and extending the contract term by thirty-three (33) months for a new not to exceed contract total of \$181,103 and end date of September 30, 2016. The original agreement with St. Joseph Health System included coordination and facilitation of a south Santa Rosa leadership training and mentoring program designed to build resident capacity for social change and quality of life improvements related to healthy eating and physical activity through community organizing, working with policy and decision makers, and engaging the media. The agreement period was March 2011 through December 2013 in the amount of \$55,005.

The SNAP-Ed Community Engagement Contractor will conduct the following food access community engagement and mentoring services for DHS in up to five qualifying low-income neighborhoods, including Boyes Hot Springs (Sonoma Valley), Roseland (Santa Rosa), and Kawana Springs/South Park (Santa Rosa):

- Engage residents to participate in leadership training and mentoring program.
- Work with residents to identify and implement food and beverage strategies to increase access and consumption of healthy foods and beverages.
- Promote and support a minimum of one environmental change to reduce sugar-sweetened beverage consumption.
- Engage qualifying food outlets to implement the Healthy Food Outlet Project.
- Engage CalFresh eligible residents to participate in a food environment assessment in FFY 2016.
- Assist DHS staff to plan and host a county health forum to address primary prevention of diseases through healthier eating patterns and more physical activity.

As with the SNAP-Ed Food Access Assessment and Program Contractor work, the California Department of Public Health requires that 30 to 50 percent of the funds provided are spent through utilization of

sub-contractors. Additionally, there is a limited budget for the large amount of work to be completed and a short period of time in which to complete the work. Subcontracting with community partners is therefore essential as they have subject matter expertise, strong relationships with the target population, and can begin work as soon as approval by the County is received.

This funding will help to improve overall health, particularly in Latino communities, and move Sonoma County towards achieving the Health Action Vision of being the healthiest county in California by the year 2020.

**Prior Board Actions:**

In January 2012, the Board authorized the Director of Health Services to execute an agreement with CDPH for the County to receive \$250,000 to implement the Sonoma County Community Nutrition Expansion Project. In October 2012, the Board authorized the Interim Director of the Human Services Department to accept \$249,182 in federal Supplemental Nutrition Assistance Program Education (SNAP-Ed) funds to be used for local nutrition education. In October 2012, the Board authorized the Interim Director of the Human Services Department to execute a contract with Northern California Center for Well-Being for the period of October 1, 2012 through September 30, 2013, for a total not to exceed \$107,106 to provide local Nutrition Education services. In October 2012, the Board authorized the Director of Health Services to execute the first amendment to an agreement with Northern California Center for Well-Being increasing the amount by \$128,335 and extending the contract term by one year, for a new not to exceed contract total of \$170,745 and an end date of September 30, 2013.

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

This Supplemental Nutrition Assistance Program-Education Project is consistent with County and DHS Strategic Plan goals of creating a safe, healthy, and caring community; improving the health and community well-being; and mobilizing the community. Project activities provide opportunities for a diverse cross-section of Sonoma County residents to improve access to and consume healthy food through improved access to healthy food.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 25,212	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 25,212
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$ 0
<b>Total Expenditure</b>	<b>\$ 25,212</b>	<b>Total Sources</b>	<b>\$ 25,212</b>

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

The FY 12-13 Proposed Budget includes \$8,712 for Laurie Hiatt and \$16,500 for Santa Rosa Memorial Hospital. The \$6,533 balance for Laurie Hiatt and \$109,598 balance for Santa Rosa Memorial Hospital will be included in future budgets.

<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>			
Agreements with Laurie Hiatt and Santa Rosa Memorial Hospital.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

**MODIFICATION NUMBER FIVE OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND  
LAURIE A. HIATT**

On August 17, 2008, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as “County”, and Laurie A. Hiatt, an individual, hereinafter referred to as “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:

1. Provision 1.1 is hereby revised to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A5 – Scope of Work” attached hereto and incorporated herein by this reference (hereinafter “Exhibit A5”), and within the times or by the dates provided for in Exhibit A5 and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A5, the provisions in the body of this Agreement shall control.

2. Provision 2 is hereby revised to read as follows:

2. Payment. As compensation for the services provided pursuant to paragraph 2 of this Agreement, Contractor shall receive the following sum to the extent funds are available to the County: HEAL Phase I grant (\$35,000), USDA Rural Business Enterprise Grant (\$18,400), HEAL Phase II grant (\$39,890), and SNAP-Ed grant (\$15,245). Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B1 (Budget and Budget Justification); provided, however, that total payments to Contractor shall not exceed one hundred eight thousand, five hundred thirty-five dollars (\$108,535). Any balance remaining at the end of calendar years 2011 and 2012 for HEAL funds shall automatically be carried forward to the subsequent calendar year. In consideration of services provided by Contractor pursuant to this Agreement, County promises to pay Contractor on a monthly basis in arrears for services satisfactorily performed. Contractor shall submit written itemized invoices in a form satisfactory to County’s Auditor and County Department of Health Services, Public Health Division Director showing all services rendered and itemizing costs in accordance with Exhibits A5 (Scope of Work) and B1 (Budget and Budget Justification) attached hereto and incorporated herein by reference. The invoices shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s). *Payments will be made in the usual course of County business upon submission by the 10th of each month of a satisfactory itemized invoice and mandated narrative and statistical reports.* In no event shall the County be obliged to pay Contractor more than the total sum of one hundred eight thousand, five hundred thirty-five dollars (\$108,535) under the terms and conditions of this Agreement.

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. Provision 5 is hereby revised to read as follows:

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 5 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.

4. Provision 6 is hereby revised to read as follows:

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 D, which is attached hereto and incorporated herein by this reference.

5. Provision 12 is hereby revised to read as follows:

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:                      Danielle Moreno, Health Information Specialist  
Health Policy, Planning and Evaluation Division  
Department of Health Services  
490 Mendocino Avenue, Suite 202  
Santa Rosa, CA 95401  
(707) 565-6629  
danielle.moreno@sonoma-county.org

TO: CONTRACTOR: Laurie A. Hiatt  
10016 Herb Road  
Windsor, CA 95492  
(707) 836-1012  
[lauriehiatt@yahoo.com](mailto:lauriehiatt@yahoo.com)

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.

6. Provision 13 is hereby revised to read as follows:

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.

13.10 SNAP-Ed Grant Contract Documents. The Contractor agrees to comply with the California Department of Public Health (CDPH) provisions for the SNAP-Ed Grant during the FFY 2013 term (October 1, 2012-September 30, 2013), including the Special Terms and Conditions (Exhibit E), Additional Provisions (Exhibit F) and Travel Reimbursement Information (Exhibit G). Any questions relating to the provisions should be directed to the County.

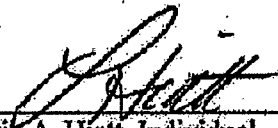
7. Delete Exhibits A1, A2, A3, A4, B, and C in their entirety and replace with Exhibits A5, B1, and C1.
8. Exhibits D, E, F and G are hereby added to the terms and conditions of this agreement.

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 \_\_\_\_\_, 2013.

**CONTRACTOR:**

By:   
Laurie A. Hiatt, Individual

Date: 1/17/13

**COUNTY OF SONOMA:**

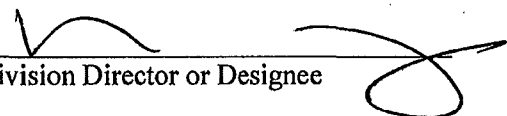
By: \_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

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

By: \_\_\_\_\_  
Sonoma County Purchasing Agent (If Applicable)

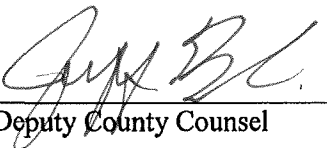
Date: \_\_\_\_\_

**Certificates of Insurance on File with and Approved as to Substance:**

By:   
Division Director or Designee

Date: 2/1/13

**Approved as to Form:**

By:   
Deputy County Counsel

Date: 2/13/13

**Key Activities:**

- **Research & Evaluation** - Conduct research & evaluation necessary to develop an effective Healthy Menu Program and Healthy Food Retailing Program. Activities include the following:
  - Review baseline and CX3 assessment data,
  - Conduct further assessments as necessary
  - Research best practices for project,
  - Conduct regular evaluation assessments to determine challenges/needs/successes of businesses at implementing healthy menu and/or food retailing programs
  - Submit monthly progress reports to HEAL Coordinator by October 15, 2008, November 15, 2008, December 15, 2008, and January 15, 2009.

*Estimated Hours: 56*

- **Development** - General planning for project. Develop or adapt toolkit, assessments, and written materials for restaurants/food vendors and food outlets. Modify toolkit as necessary.

*Estimated Hours: 65*

- **Fieldwork** - Identify and obtain buy-in from restaurants/food vendors and food outlets, and develop a working relationship with those sites. Provide technical assistance as needed while food vendors and food outlets increase and promote healthy food choices. Work with neighborhood and worksite sector groups. Assist in the development of a marketing plan to promote healthier choices at the designated sites.

*Estimated Hours: 70*

- **Meeting Attendance** – Participate in CX3 and State teleconferences. Attend HILT meetings, worksite sector meetings, and periodic meetings with HEAL staff.

*Estimated Hours: 28*

**Key Activities:**

- **Meeting Participation** - Participate in monthly contractor meetings, initial project orientation, project trainings, and other meetings relevant to the project.  
*Estimated Hours: 40*
- **Evaluation and Reporting** - Work with project staff to conduct and report baseline and follow-up food outlet assessments, store manager interviews, and end-of-year customer surveys; record and report site visits to assess challenges, successes, and needs of the project; submit quarterly reports to Project coordinator.  
*Estimated Hours: 72*
- **Resource Assistance** - Provide resource assistance to participating food outlets that includes, but not limited to, providing food outlets with information and access to business resources aimed at helping stores increase Store Quality Scores, including connecting food outlets with commercial rehabilitation and energy efficiency loan and rebate programs, low-cost in-store marketing programs, produce distribution or wholesale networks, and project contractors.  
*Estimated Hours: 96*
- **Technical Assistance** - Provide technical assistance to participating food outlets around the use the project toolkit and submission of WIC and Food Stamp applications.  
*Estimated Hours: 118*
- **Communications Plan** - Work with project staff to develop and implement communications plan for promoting the Healthy Food Outlet Project in Feters Hot Springs, Guerneville, and Monte Rio; act as a liaison with the media; participate in media interviews, as needed.  
*Estimated Hours: 22*
- **Program Development** - Assist project staff in identifying and reporting produce distribution and wholesale networks; assist in the modification of the Healthy Food Outlet Project toolkit and program components, as needed.  
*Estimated Hours: 40*

**Key Activities:** Contractor will provide food outlets and restaurants in and near the Kawana Springs and Roseland neighborhoods in south Santa Rosa that participate in the Healthy Food Outlet Project (HFOP) and Smart Meal Program (SMP), respectively, with technical assistance, information, and access to business resources. Contractor will continue to work with five food outlets and five restaurants currently participating in the HFOP and SMP, respectively. Contractor will also recruit two new food outlets to participate in the HFOP and up to 10 restaurants to participate in the SMP. Key activities include the following:

- **Meeting Participation** - Participate in monthly contractor meetings, initial project orientation, project trainings, and other meetings relevant to the projects.
- **Evaluation and Reporting** - Work with project staff to conduct and report baseline and follow-up evaluation that includes, but is not limited to, store manager interviews, restaurant secret shopper visits, and end-of-year customer surveys, site visit reports, and quarterly reports.
- **Resource Assistance** - Provide resource assistance to participating food outlets and restaurants that includes, but is not limited to, providing information and access to resources aimed at helping businesses meet project outcome goals as well as connecting businesses with commercial rehabilitation and energy efficiency loan and rebate programs, low-cost in-store marketing programs, produce distribution or wholesale networks, and project contractors.
- **Technical Assistance** - Provide technical assistance to participating food outlets around restaurants that includes, but is not limited to, the use the project toolkits, completion of mini-grant applications, placement of in store advertising, establishing a process for tracking sales for evaluation purposes, and submission of WIC and SNAP/Food Stamp applications.
- **Communications Plan** - Work with project staff to develop and implement communications plan that includes, but is not limited to, promoting participating food outlets and restaurants in south Santa Rosa, acting as a liaison with the media, and participating in media interviews, as needed.
- **Program Development** - Assist project staff in the modification of the Smart Meal Program and Healthy Food Outlet Project toolkit and program components, as needed. Assist with the identification and reporting of produce distribution and wholesale networks.

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 1:** Establish key relationships by meeting with the county CalFresh director or designee, CalFresh Outreach/ community worker and work with the appropriate Food and Nutrition Services (FNS) funded partners to create a County Nutrition Action Plan (C-NAP) group.

Activities	Responsible Party	Timeline	Deliverables
1. Attend bi-monthly County Nutrition Action Plan (C-NAP) Workgroup meetings to help coordinate USDA food program interventions and efforts to increase food security in the target population by: <ul style="list-style-type: none"> <li>• Building on existing State or County nutrition action or obesity plans.</li> <li>• Coordinating nutrition education messages with CalFresh outreach efforts throughout the county for the various USDA food programs; CalFresh, WIC, EFAP, Summer meals, Child and Adult Care Food Program (CACFP), school breakfast and lunch programs.</li> <li>• Identifying existing resources and assets of organizations in the county that promote the C-NAP.</li> </ul>	L. Hiatt	Feb 2013 – Sept 2013	List of collaborating members
2. Participate in local food access related meetings and Network sponsored CX3 webinar, teleconference, and trainings, as needed.	L. Hiatt	Feb 2013 – Sept 2013	Meeting sign-in sheets
3. Attend SNAP-Ed project meetings to strategically implement the County of Sonoma’s Department of Health Services (DHS) scope of work.	L. Hiatt	Feb 2013 – Sept 2013	List of collaborating members
4. Attend up to two <i>Network</i> -sponsored meetings, trainings and conferences regionally and/or in Sacramento that may include: Community Engagement trainings, Regional Network Collaborative meetings, <i>Network</i> -sponsored state and/or regional trainings and any other non- <i>Network</i> sponsored trainings that have been pre-approved by State Program Managers.	L. Hiatt	Feb 2013 – Sept. 2013	Copies of agendas, record of participation

Activities	Responsible Party	Timeline	Deliverables
5. Use the United States Department of Agriculture (USDA) regulations and guidelines to ensure all activities are allowable and appropriately documented. - <a href="http://www.nal.usda.gov/fns/Guidance/FY2013SNAP-EdPlanGuidance.pdf">http://www.nal.usda.gov/fns/Guidance/FY2013SNAP-EdPlanGuidance.pdf</a>	L. Hiatt	Feb 2013 – Sept 2013	Documents (on file)
6. Comply with the Network Guideline Manual and Program Letter updates. <ul style="list-style-type: none"> <li>• <a href="http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx">www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx</a></li> <li>• <a href="http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx">www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx</a></li> </ul>	L. Hiatt	Feb 2013 – Sept 2013	Documents (on file)

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 2:** Prioritize identified problem areas based on CX<sup>3</sup> findings and feedback from three FFY 2012 community forums and develop and implement at least three *Network* allowable interventions with environmental supports.

Activities	Responsible Party	Timeline	Deliverables
1. Work with Food Access Coordinator and CX3 Community Engagement Contractor to complete all template Communications Tools for the three CX3 neighborhoods surveyed in FFY 2012.	L. Hiatt	Feb 2013	Communication tools
2. Using communications tools (e.g., fact sheets, briefs) present findings to a variety of stakeholders, involving community members where appropriate. a) As needed, partner with the CX3 Community Engagement Contractor to host nutrition education community forums/town halls reaching 15-20 unduplicated SNAP-Ed eligible adults from the respective neighborhood at each forum to review CX <sup>3</sup> findings and determine greatest areas of concern. Coordinate with the SNAP-Ed Nutrition Education Coordinator who will provide a 15-minute dynamic nutrition education session. b) Working with CX3Provide CX <sup>3</sup> findings to all relevant city/county level departments and officials (e.g., planners, etc.) where data on the CX <sup>3</sup> neighborhoods would guide/inform decisions and promote increased access to healthy food. c) Using feedback from community forums, identify potential Champion retail food sources (e.g. food outlets, restaurants, mobile vendors, etc.) for future intervention work and campaigns d) As relevant, work with local media (e.g. newspaper, television) to highlight areas of concern and opportunities for action based on CX3 findings.	L. Hiatt	Feb 2013-Sept 2013	Forum/Town Hall agenda  List of county/city officials with contact dates  List of Champions  CX <sup>3</sup> Media highlights

Activities	Responsible Party	Timeline	Deliverables
3. Partner with CX3 Community Engagement Contractor, Food Access Coordinator, and community members to identify at least three <i>Network</i> allowable interventions with environmental supports (at least one from each CX3 neighborhood)	L. Hiatt	Feb 2013- Mar 2013	Strategic Narrative
4. Assist in the development of the <i>CX<sup>3</sup> Implementation Strategy Narrative</i> by providing research, written work, translation, editing and review.	L. Hiatt	Apr-May 2013	Strategic Narrative
5. Acting as the Business Liaison and/or working with CX3 Community Liaisons, implement and market nutrition and obesity prevention strategies using public health approaches and <i>Network</i> allowable interventions in at least three eligible CX3 neighborhoods.	L. Hiatt	Feb 2013-Sept 2013	Promotion plan of action



**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 3:** Collaborate with five community groups and five other organizations to engage six neighborhood members (CX3 Community Liaisons) to identify at least two food and beverage strategies in five qualifying communities to increase access and consumption of healthy foods and beverages.

Activities	Responsible Party	Timeline	Deliverables
1. Assist DHS Staff to plan and host at least one county health forum to address primary prevention of diseases through healthier eating patterns and more physical activity. Assist CX3 Community Engagement Contractor in recruiting community leaders to participate in the forum from schools, after schools, worksites, CalFresh and WIC offices, faith-based channels etc. in CX3 neighborhoods. Some strategies may include: <ul style="list-style-type: none"> <li>a. Identify health disparities in communities related to nutrition and physical activity barriers and propose solutions</li> <li>b. Increase awareness of existing food policies in qualifying neighborhoods</li> <li>c. Use CX<sup>3</sup> assessment findings to promote the need for farmers markets to increase access to fresh fruits and vegetables, increased healthy food availability in corner stores, healthier options at local worksites, schools and churches and increased access to physical activity opportunities in qualifying neighborhoods.</li> </ul>	L. Hiatt	Feb 2013-May 2013	Flyers, Agenda, Summary of meeting results
2. Assist the Food Access Coordinator and Network’s Retail Specialist with the development, coordination, facilitation, and evaluation of train-the-trainer program related to the Healthy Food Outlet Project, including:	L. Hiatt	Feb 2013-April 2013	Training agendas and supporting documents.

Activities	Responsible Party	Timeline	Deliverables
<ul style="list-style-type: none"> <li>• Community Business Liaison Training</li> <li>• Use of measurement tools to conduct food environment assessment, manager interviews and customer intercept surveys.</li> <li>• Use of the <i>Network for a Healthy California's</i> Retail Fruit &amp; Vegetable Marketing Guide, including trainings on in-store/community surveys, storage &amp; stocking produce, merchandising &amp; promotion, and in-store events.</li> </ul>			
<p>3. Provide technical assistance to CX3 Community Engagement Contractor and CX3 and Community Transformation Grant (CTG) Community Liaisons (neighborhood members) on strategies to increase access and consumption of healthy foods and beverages and physical activity opportunities such as:</p> <ol style="list-style-type: none"> <li>a. Data interpretation, i.e. CX<sup>3</sup> findings</li> <li>b. Nutrition education and obesity prevention resources and classes</li> <li>c. Healthy food and beverage promotion plans</li> <li>d. Successful community models (e.g., Smart Meal Program &amp; Healthy Food Outlet Project)</li> <li>e. Guidance on joint use policies</li> </ol>	L. Hiatt	Mar 2013-Sept 2013	TA log  ATF/EARS
<p>4. Provide technical assistance to CX3 Community Engagement Contractor and CX3 and CTG Community Liaisons (neighborhood members) through educational and social marketing strategies. Some strategies may include:</p> <ol style="list-style-type: none"> <li>a. Youth engagement</li> <li>b. Peer to peer education</li> <li>c. Social marketing campaigns</li> <li>d. Establishing community gardens and/or farmers markets</li> </ol>	L. Hiatt	Mar 2013-Sept 2013	TA log  ATF/EARS

<b>Activities</b>	<b>Responsible Party</b>	<b>Timeline</b>	<b>Deliverables</b>
5. Provide technical assistance to CX3 Community Engagement Contractor and CX3 and CTG Community Liaisons (neighborhood members) for monitoring and evaluating neighborhood changes.	L. Hiatt	Feb 2013-Sept 2013	Summary of changes

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 4:** Assist County Nutrition Action Plan Workgroup with promoting and supporting a minimum of one environmental change that enhances *Rethink Your Drink* efforts.

Activities	Responsible Party	Timeline	Deliverables
<p>1. Work with the County Nutrition Action Plan Workgroup and the CX3 and CTG Community Liaisons to identify priorities and develop a list of environmental support strategies with local partners to increase and promote access to healthy beverage options through public health approaches. Assist with the development of the summary of local strategies. Some strategies may include:</p> <ul style="list-style-type: none"> <li>a. Collaborate with food outlets to reduce the size of sugar sweetened-beverages sold at food outlets and/or move the beverages to a less trafficked area of the store</li> <li>b. Collaborate with restaurants to reduce the serving size of sugar sweetened-beverages sold with meals and/or eliminate them from kids meals</li> <li>c. Reduce access to sugar-sweeten beverages (SSBs) in eligible city and county settings serving low-income populations and provide healthy beverage alternatives in appropriate serving sizes</li> <li>d. Encourage partners to provide free drinking water to the public in common areas at such eligible venues</li> <li>e. Encourage organizations to seek healthy beverage sponsorships</li> </ul>	<p>L. Hiatt</p>	<p>Feb 2013-Sept 2013</p>	<p>Summary of local strategies (report annually)</p>

**Budget & Budget Justification:**

	<b>Rate</b>	<b>Hrs</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>Totals</b>
<b>Research &amp; Evaluation</b> (review data, regular evaluation assessments, progress reports to program staff; best practice; create and maintain evaluation tools; sustainability plan.)	\$45	146	\$2,520	\$2,754	\$1,296	\$6,570
<b>Development</b> (planning; develop or acquire written materials for sites, such as assessment and outreach materials.)	\$45	135	\$2,925	\$2,142	\$1,008	\$6,075
<b>Fieldwork</b> (Develop and maintain relationship with food outlets and food vendors; provide technical assistance; work with local residents and community groups.)	\$45	341	\$3,150	\$8,292	\$3,903	\$15,345
<b>Meeting Attendance</b> (Regular CX3, State Teleconferences, Healthy Corner Store teleconferences, HILT, and Worksite subcommittee)	\$45	148	\$1,260	\$3,672	\$1,728	\$6,660
<b>Supplies</b> (printed materials, packets, postage, office supplies, copies, etc.)			\$145	\$140	\$65	\$350
<b>TOTALS</b>			\$10,000	\$17,000	\$8,000	\$35,000

**Total Payment Not To Exceed \$35,000**

REPORTING DELIVERABLE: Contractor is responsible for completing and submitting quarterly progress reports to the HEAL Coordinator by the 15<sup>th</sup> of January, April, July, and October 2009 and 2010 concerning all activities, results and evaluation measures included in the above Scope of Work. Progress report due dates are determined by the length of the contract and the contract start date. A progress report form and instructions will be provided to the Contractor.

**Budget:**

	Rate	Fetters Hot Springs		Guerneville		Monte Rio	
		Hrs	Amount	Hrs	Amount	Hrs	Amount
<b>PERSONNEL</b>	<b>\$45/hr</b>						
Meeting Participation	45	15	675	10	450	15	675
Evaluation and Reporting	45	27	1215	18	810	27	1215
Resource Assistance	45	36	1620	23	1035	37	1665
Technical Assistance	45	43	1935	30	1350	45	2025
Communications Plan	45	8	360	6	270	8	360
Program Development	45	15	675	10	450	15	675
<b>Total Personnel</b>	<b>45</b>	<b>144</b>	<b>6480</b>	<b>97</b>	<b>4365</b>	<b>147</b>	<b>6615</b>
<b>NON-PERSONNEL / OPERATING EXPENSES</b>							
Travel - mileage			339		181		204
Office Supplies			15		10		15
Printing/Duplication			0		0		0
Meeting Supplies			0		0		0
Incentives			60		40		60
Educational Materials			0		0		0
Postage			6		4		6
<b>Total Non Personnel</b>			<b>420</b>		<b>235</b>		<b>285</b>
<b>Total Direct Costs (Personnel + Non-Personnel)</b>			<b>6900</b>		<b>4600</b>		<b>6900</b>
<b>Indirect Costs @ ____%</b>							
<b>OTHER COSTS – SUBCONTRACTS/CONSULTANTS</b>							
<b>Total Other</b>							
<b>TOTAL BUDGET</b>			<b>\$6,900</b>		<b>\$4,600</b>		<b>\$6,900</b>

**Total Payment Not To Exceed \$18,400**

**Budget Justification:**

<b><i>PERSONNEL</i></b>
Laurie Hiatt, MPH – Business Liaison 388 hours x \$45/hr = \$17,460
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>
<b>Travel</b> Mileage for local travel necessary to complete project activities in Fetters Hot Springs, Guerneville, and Monte Rio @ 0.45/mi.
<b>Office Supplies</b> Supplies such as paper, pens, folders, envelopes, printer cartridges to implement project activities
<b>Incentives</b> Incentive item for participants, such as large fruit basket, to encourage project involvement and show appreciation.
<b>Postage</b> Cost for mailing project-related correspondence and materials.
<b><i>OTHER COSTS – SUBCONTRACTS/CONSULTANTS</i></b>

**Budget:**

	Rate	2011		2012		2013	
		Hrs	Amount	Hrs	Amount	Hrs	Amount
<b>PERSONNEL</b>							
Meeting Participation	45	51	2295	28	1260	24	1080
Evaluation and Reporting	45	66	2970	44	1980	44	1980
Resource Assistance	45	51	2295	47	2115	49.4	2223
Technical Assistance	45	136	6120	121	5445	143	6435
Communications Plan	45	4	180	7	315	8	360
Program Development	45	24	1080	14	630	10	450
<b>Total Personnel</b>			<b>14940</b>		<b>11,745</b>		<b>12,528</b>
<b>NON-PERSONNEL / OPERATING EXPENSES</b>							
Travel - mileage			72		120		330
Office Supplies			58		39		58
Printing/Duplication							
Meeting Supplies							
Incentives							
Educational Materials							
Postage							
<b>Total Non Personnel</b>			130		159		388
<b>Total Direct Costs (Personnel + Non-Personnel)</b>			<b>15070</b>		<b>11,904</b>		<b>12,916</b>
<b>Indirect Costs @ ____%</b>							
<b>OTHER COSTS – SUBCONTRACTS/CONSULTANTS</b>							
<b>Total Other</b>							
<b>TOTAL BUDGET</b>			<b>\$15,070</b>		<b>\$11,904</b>		<b>\$12,916</b>

**Total Payment Not To Exceed \$39,890**



**In-Kind Budget:**

	Rate	2011		2012		2013	
		Hrs	Amount	Hrs	Amount	Hrs	Amount
<b>PERSONNEL</b>							
Meeting Participation							
Evaluation and Reporting							
Resource Assistance							
Technical Assistance							
Communications Plan							
Program Development							
<b>Total Personnel</b>							
<b>NON-PERSONNEL / OPERATING EXPENSES</b>							
Travel - mileage			1200		1000		1000
Office Supplies							
Printing/Duplication			70		70		70
Meeting Supplies							
Incentives			25		25		25
Educational Materials							
Postage			15		15		15
<b>Total Non Personnel</b>			<b>1310</b>		<b>1110</b>		<b>1110</b>
<b>Total Direct Costs (Personnel + Non-Personnel)</b>			<b>1310</b>		<b>1110</b>		<b>1110</b>
<b>Indirect Costs @ ____%</b>							
<b>OTHER COSTS – SUBCONTRACTS/CONSULTANTS</b>							
<b>Total Other</b>							
<b>TOTAL BUDGET</b>			<b>\$1,310</b>		<b>\$1,110</b>		<b>\$1,110</b>

**Budget Justification:**

<b><i>PERSONNEL</i></b>
Laurie Hiatt, MPH  Healthy Food Outlet Project Business Liaison (511 hrs x \$45/hr = \$22,995) Smart Meal Program Business Liaison (350 hrs x \$45/hr = \$15,750)
<b><i>NON-PERSONNEL / OPERATING EXPENSES</i></b>
<b>Travel</b>  Mileage, accommodations, parking, bridge and meals to attend annual HEAL-CHI Peer Meetings
<b>Office Supplies</b>  Supplies such as paper, pens, folders, envelopes, printer cartridges to implement project activities.
<b><i>OTHER COSTS – SUBCONTRACTS/CONSULTANTS</i></b>

**Budget:**

	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Amount</b>
<b>PERSONNEL</b>			
Laurie Hiatt, CX3 Assessment and Program Contractor (0.10 FTE)	\$45	308	\$13,860
<b>Personnel Subtotal</b>			\$13,860
<b>Fringe Benefits calculated @ ___%</b>	<b>0.0%</b>		\$0
<b>TOTAL PERSONNEL</b>			\$13,860
<b>NON-PERSONNEL / OPERATING EXPENSES</b>			
Travel – Network-Sponsored Skills Training (2) in Sacramento			\$267
Travel – Mileage (257.4 miles x 7 months x 0.555 per mile)			\$1,000
Office Supplies (\$16.86 per month x 7 months)			\$118
<b>Total Non Personnel</b>			\$1,385
<b>Total Direct Costs (Personnel + Non-Personnel)</b>			\$15,245
<b>Indirect Costs @ ___%</b>	<b>0.0%</b>		\$0
<b>TOTAL BUDGET</b>			\$15,245

**Total Payment Not To Exceed \$15,245**

**SNAP-Ed Grant Budget Revisions and Line Item Adjustments:**

*Subject to prior written notice under Paragraph 12, the Department of Health Services Division Director, or designee, may approve Line Item Budget Adjustment Requests and Budget Revision Request to Exhibit B1 so long as the total contract maximum set forth in Section 2 (Payment) neither increases nor decreases and there is no significant change in the Scope of Work. Proposed transfers between budget sections or between line items require an approved Budget Revision Request if the total of the proposed changes are greater than 10% of the total contract amount for each budget year. Proposed budget transfers that total less than 10% of the total contract amount each budget year require an approved Line Item Budget Adjustment Request. Said Line Item Budget Adjustment Requests and Budget Revision Requests shall not require a formal amendment to this Agreement and shall be effected by preparation of a new exhibit which is signed and dated by the Department of Health Services Division Director, or designee.*

**Budget Justification:**

***PERSONNEL***

**Laurie Hiatt, CX3 Assessment and Program Contractor (0.10 FTE)**

Provides technical assistance and training to community members and SNAP-Ed partners on public health, assessment and evaluation strategies related to increasing access and consumption of healthy foods and beverages and physical activity opportunities in SNAP-Ed approved neighborhoods. Assists with the development of a CX3 strategic community-focused action plan and county health forum. (\$45/hour x 308 hours = \$13,860)

***NON-PERSONNEL / OPERATING EXPENSES***

**Travel –Network Trainings in Sacramento \$267**

For one staff to attend up to two (2) Network-Sponsored Skills Trainings in Sacramento, such as facilitation, sustainability, and program delivery trainings (208.1 miles round trip x 2 meetings x \$0.555 cents = \$231 and parking for 1 car x \$18 per person x 2 days). Mileage reimbursement rate is set at \$0.555/mile.

**Travel – Mileage \$1,000**

Travel to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits & TBD. (257.4 miles x 7 months x 0.555 per mile)

**Office Supplies \$118**

For supplies such as pens, pencils, postage, notepads, paper as needed for nutrition education and promotion activities (\$16.86 per month x 7 months)



Exhibit C1 Waiver of Insurance Requirements

This Exhibit modifies the insurance requirements as specified in Exhibit D

Department	<u>Health Services</u>	Department Contact	<u>Rod Stroud</u>	Phone	<u>565-4918</u>
Contractor, Consultant, Vendor, Licensee, Tenant	<u>Hiatt, Laurie</u>				
Contact Person	<u>Anthony Taylor</u>	Phone	<u>565-6624</u>		
Contract Term	<u>08/15/08 - 12/31/13</u>	Contract Cost	<u>\$108,535</u>	Template #	<u>4</u>

- ◆ If only Section I waivers are required, submit to your Department Head or designee for signature. Do not submit to Risk.
- ◆ If only Section II waivers, or a combination of Section I and II waivers, are required, **submit to Risk.**

**Section I - Department Waivers**

**Requirement to be Waived and Reason**

- Workers Compensation: Waive Subrogation Waiver.
- General Liability: Waive General Aggregate per location or per project; General Aggregate is at least double the Occurrence Limit.
- General Liability: Waive requirement for Subrogation Waiver because insurer will not provide the coverage.
- General Liability (Suppliers of Products): Waive "Additional Insured – Vendors". County does not distribute the product to the public.
- General Liability (Special Events): Waive Products/Completed Operations Coverage. Licensee will not sell or distribute food or other tangible items at the event.
- General Liability (Instructors/Trainers): Waive General Liability. Training is conducted at County/Entity facility and does not involve the use of hazardous equipment or participation in physical activity.
- General Liability (Therapists, Counselors, Social workers and Psychologists): Waive General Liability. All services are provided in the consultant's office or on County premises and acceptable evidence of professional liability insurance has been provided.
- Auto Liability: Waive coverage and/or limits; Consultant or Contractor does no driving on behalf of the County or the driving is limited to attendance at meetings at County/Entity facilities.
- Auto Liability (Suppliers of Products): Waive coverage because vendor's goods are delivered by common carrier or contract carrier.
- Property Insurance (Long Term Tenants): Waive Property Insurance requirement. Tenant has not made improvements to the property or the current construction cost of the improvements is less than \$25,000.
- Mold Liability: Landlord cannot obtain the insurance.

Approved by Department Head, Department Designee or Risk Management \_\_\_\_\_

Date \_\_\_\_\_

**Section II – Risk Management Waivers**

*Submit to Risk with Scope of Work Exhibit or detailed description of services or event.*

**General Liability Waivers**

- Waive requirement for coverage  
Reason: Contractor cannot obtain required limits. Liability limits contractor currently has \$300,000 personal.
- Waive requirement for additional insured endorsement  
Reason: \_\_\_\_\_
- Waive primary & non-contributory language (if evidence is required)  
Reason: \_\_\_\_\_

**Auto Liability Waivers**

- Accept lower limits  
Reason: Contractor cannot obtain required limits. Liability limits contractor currently has \$50,000 auto.
- Waive hired & non-owned auto liability  
Reason: \_\_\_\_\_

**Workers Compensation Waivers**

- Waive requirement for subrogation waiver endorsement if required  
Reason: \_\_\_\_\_

**Professional Liability Waivers**

- Waive requirement for coverage  
Reason: \_\_\_\_\_
- Accept lower limits  
Reason: \_\_\_\_\_

**Pollution Liability Waivers**

- Waive requirement for coverage  
Reason: \_\_\_\_\_
- Accept lower limits  
Reason: \_\_\_\_\_
- Waive requirement for additional insured endorsement  
Reason: \_\_\_\_\_

**Other Waivers**

- Describe: \_\_\_\_\_  
Reason: \_\_\_\_\_

Katie Mackay  
Approved by Risk Management

1/16/2013  
Date

Send Email

**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* (Exhibit C1). 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 Limit: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- b. Required Evidence of Insurance: Copy of Auto Policy Declarations Page or 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:  
Agreement # 1910-08-HIA-HE-090.
- 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: Department of Health Services, 490 Mendocino Avenue, Suite 202, Santa Rosa, CA 95401.
- d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

### 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.



The Contractor agrees to comply with the following provisions outlined in the California Department of Public Health (CDPH) Special Terms and Conditions:

- Provision 1: Federal Equality Opportunity Requirements
- Provision 2: Travel and Per Diem Reimbursement
- Provision 3: Procurement Rules
- Provision 4: Equipment Ownership / Inventory / Disposition
- Provision 5: Subcontract Requirements
- Provision 6: Income Restrictions
- Provision 7: Audit and Record Retention
- Provision 8: Site Inspection
- Provision 10: Intellectual Property Rights
- Provision 11: Air or Water Pollution Requirements
- Provision 12: Prior Approval of Training Seminars, Workshops or Conferences
- Provision 13: Confidentiality of Information
- Provision 14: Documents, Publications and Written Reports
- Provision 17: Human Subjects Use Requirements
- Provision 19: Debarment and Suspension Certification
- Provision 20: Smoke-Free Workplace Certification
- Provision 24: Officials Not to Benefit
- Provision 31: Lobbying Restrictions and Disclosure Certification

The CDPH Special Terms and Conditions can be found at the following web address:

[www.cdph.ca.gov/programs/cpns/Documents/CCOI-RFA2013-ExhD\(F\)-SpecialTermsConditions.doc](http://www.cdph.ca.gov/programs/cpns/Documents/CCOI-RFA2013-ExhD(F)-SpecialTermsConditions.doc)

### **Additional Incorporated Documents**

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
1. Network Local Projects *Network for a Healthy California* Guidelines Manual and any revisions thereto. (Revision October 2011)  
<http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>
  2. *Network for a Healthy California* Program Letters and any revisions thereto.  
<http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>
  3. United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance.  
(Revision Date FFY 2013)  
<http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf>

### **1. Cancellation / Termination**

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Grantee may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this agreement or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this agreement, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this agreement, and except as otherwise specified by CDPH, the Grantee shall:
  - 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
  - 3) Upon the effective date of termination of the agreement Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
  - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the agreement.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrantees, or employees, officers and directors of the Grantee or subgrantees. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to prior CDPH review and approval.

B. Conflicts of interest include, but are not limited to:

- 1) An instance where the Grantee or any of its subgrantees, or any employee, officer, or director of the Grantee or any subgrantee has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the agreement.
- 2) An instance where the Grantee's or any subgrantee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest under this agreement will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the agreement. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

**Travel Reimbursement Information**  
*(Mileage Reimbursement Increase Effective 7/1/11)*

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
  - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the California Department of Public Health (CDPH) upon the receipt of a statement on/with an invoice indicating that such rates are not available.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt\*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts\*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of Public Health (CDPH) or his or her designee. Receipts are required.

\*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.



- If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 55.5 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

**Per Diem Reimbursement Guide**

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		

**MODIFICATION NUMBER ONE OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND  
ST. JOSEPH HEALTH SYSTEM – SONOMA COUNTY**

On March 21, 2011, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as “County”, and St. Joseph Health System – Sonoma County, a California tax-exempt non-profit corporation, hereinafter referred to as “Contractor”, entered into a service agreement (Agreement).

Pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. The name of the Contractor “St. Joseph Health System Sonoma County” in the first paragraph on page 1 of the Agreement is hereby deleted and replaced with “Santa Rosa Memorial Hospital.”
2. Provision 1.1 is hereby revised to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A1 – Scope of Work” attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and within the times or by the dates provided for in Exhibit “A1” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A1, the provisions in the body of this Agreement shall control.

3. Provision 2 is hereby revised 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 receive the following sum to the extent funds are available to the County: HEAL Phase II grant (\$55,005) and SNAP-Ed grant (\$126,098). 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 B1 provided, however, that total payments to Contractor shall not exceed one hundred eighty-one thousand, one hundred three dollars (\$181,103), without the prior written approval of County. Any “HEAL Phase II” fund balance remaining at the end of calendar year 2011 and 2012 shall automatically be carried forward to the subsequent calendar 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) materials/expenses, if any.

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.

4. Provision 3 is hereby revised to read as follows:

3. Term of Agreement. The term of this Agreement shall be from March 21, 2011 to September 30, 2016 unless terminated earlier in accordance with the provisions of Article 4 below.

5. Provision 5 is hereby revised to read as follows:

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. Provision 6 is hereby revised to read as follows:

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 C, which is attached hereto and incorporated herein by this reference.

7. Provision 12 is hereby revised to read as follows:

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: Danielle Moreno, Health Information Specialist  
Healthy Policy, Planning and Evaluation Division  
Department of Health Services  
490 Mendocino Avenue, Ste. 202  
Santa Rosa, CA 95401  
(707) 565-6629  
[danielle.moreno@sonoma-county.org](mailto:danielle.moreno@sonoma-county.org)

TO: CONTRACTOR: Amy Chevrolet, Manager



Healthy Communities/Community Benefits Department  
Santa Rosa Memorial Hospital  
1450 Medical Center Drive, Suite 3  
Rohnert Park, CA 94928  
707-525-5311  
[amy.chevrolet@st.joe.org](mailto:amy.chevrolet@st.joe.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.

8. Provision 13 is hereby revised to add the following paragraphs:

13.9. 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.

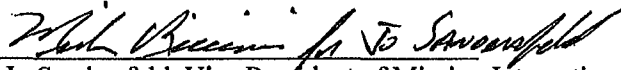
13.10 SNAP-Ed Grant Contract Documents. The Contractor agrees to comply with the California Department of Public Health (CDPH) provisions for the SNAP-Ed Grant, including the Special Terms and Conditions (Exhibit D), Additional Provisions (Exhibit E) and Travel Reimbursement Information (Exhibit F). Any questions relating to the provisions should be directed to the County.

8. Delete Exhibits A and B in their entirety and replace with Exhibits A1 and B1.
9. Exhibits C, D, E, and F are hereby added to the terms and conditions of this agreement.

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 \_\_\_\_\_, 2013.

**CONTRACTOR:**

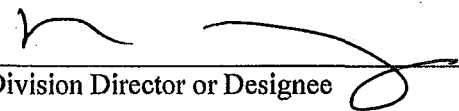
By:  Date: 2/6/13  
Jo Sandersfeld, Vice President of Mission Integration  
St Joseph Health – Santa Rosa Memorial & Petaluma Valley

**COUNTY OF SONOMA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sonoma County Purchasing Agent (If Applicable)

**Certificates of Insurance on File with and Approved as to Substance:**

By:  Date: 2/8/13  
Division Director or Designee

**Approved as to Form:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy County Counsel

IN WITNESS WHEREOF, the parties, have caused this Amendment to be duly executed by their authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CONTRACTOR:**

By: *Jo Sandersfeld* Date: 2/6/13  
Jo Sandersfeld, Vice President of Mission Integration  
St Joseph Health – Santa Rosa Memorial & Petaluma Valley

**COUNTY OF SONOMA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sonoma County Purchasing Agent (If Applicable)

**Certificates of Insurance on File with and Approved as to Substance:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Division Director or Designee

**Approved as to Form:**

By: *Jeff* Date: 2/13/13  
Deputy County Counsel

**Key Activities:** Contractor will coordinate and facilitate a south Santa Rosa leadership training and mentoring program, following the developed timeline, in order to build resident capacity for social change and quality of life improvements related to healthy eating and physical activity through: 1) community organizing, 2) working with policy/decision makers, and 3) engaging the media. Key activities include the following:

- **Program Planning and Curriculum Development** - Partner with HEAL staff to developed and/or update, as needed, existing Leadership Training Program curriculum and toolkit for English and Spanish speaking adults, which can be adapted for adolescents. The program should be no more than five days (5 hours per day, max) and include, but not be limited to, the following components:
  1. Facilitate a three day leadership development training, which should include, but not be limited to, community organizing (principles of community organizing, characteristics of community leaders, characteristics of community groups, development of organized community groups, and strategic plan development), skill building (outreach, engagement and retention to the Latino community, in particular; selecting a meeting environment; ground rules for groups; and meeting facilitation), and activities and homework (to augment and support the community organizing and skill building components of the training).
  2. Co-facilitate with HEAL staff a one day policy and healthy communities training, which should include, but not limited to, the following components: local government overview, engaging elected officials and decision makers, a panel of local policy/decision makers (e.g., government officials, principals, school boards), exercises that educate participants on the connection between policy and healthy communities, and exercises that show participants how to identify environmental issues that can be addressed through policy advocacy.
  3. Facilitate a one day media spokesperson training, which should include, but not limited to, the following components: how to frame a message, developing a message, presenting a message (on camera exercise), and developing a message for longer interviews (e.g., 15 minute radio interviews).
- **Meeting Facilitation** - Secure locations for all meetings and trainings associated with this contract and partner with HEAL staff to facilitate meetings, when necessary. Additionally:
  1. Convene monthly Core Group meetings for six months after each training where leadership graduates can check-in, address challenges, share successes, and participate in mini skill building trainings.
  2. Co-convene, with HEAL Staff, leadership graduates to participate in at least four environmental and safety assessment meetings, two in Kawana Springs and two in Roseland, in 2011 and 2012 to determine infrastructure and safety issues for which graduates will advocate.
- **Mentoring** - Provide ongoing mentoring to leadership graduates in all training areas (community organizing, working with policy/decision makers, and engaging the media), as needed, by attending graduate's community groups, meeting with graduates individually, and/or providing mini skill building trainings. Provide graduates with a three month apprenticeship, six monthly core group meetings, and quarterly Resident Advisory Committee (RAC) meetings aimed at helping put knowledge into practice. Provide community groups with mentoring on new and more complex challenges after the apprenticeship period ends, as needed, for the length of the grant.
- **Recruitment** - Collaborate with community organizations, schools (Kawana, Roseland, and Sheppard), and neighborhood groups to identify up to 16 south Santa Rosa residents to participate in the leadership training program. Distribute applications, collect and score/translate applications, and notify applicants of

acceptance. Efforts must be made to recruit at least five (5) residents from the community around each school, with two (2) residents being parents from each school who will be mentored by the respective school administration.

- **Communications** – Partner with HEAL staff to develop and implement a communication protocol for informing training participants and graduates of leadership training, core group, and assessment meetings as well as opportunities to engage the media and provide input on community issues (e.g., park development, policy advocacy, safety concerns).
- **Media/Press Releases** - Partner with HEAL staff to promote the leadership training via English and Spanish media outlets.
- **Translation and Interpretation** - Provide Spanish/English document translation, interpretation and simultaneous interpretation services, as needed, for the leadership trainings, core group meetings, and environmental and safety assessment meetings.
- **Sustainability/Fund Development** - Partner with HEAL staff to research funding opportunities and develop partnerships related to the sustainability of the leadership training and mentoring program.
- **Evaluation** - Compile meeting evaluations (translating when necessary) and work with HEAL staff and evaluators to evaluate leadership training and community projects.
- **Progress Reports** - Provide written progress reports to program staff as required to meet grant guidelines. Progress reports shall be limited to no more than two per year.
- **Meeting Participation** – Participate on training debrief meetings with HEAL staff as well as monthly program meeting and an annual HEAL-CHI Peer Meeting.

**Timeline**

Key Activities	2011				2012				2013			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Meeting Participation	X	X	X	X	X	X	X	X	X	X	X	X
Program Planning & Curriculum Development	X	X			X	X						
Media/Press Release	1	1			2	2						
Recruitment	1	1			2	2						
Communication Protocol Plan	X	X										
Leadership Training		1	1			2	2					
Core Group Meetings				1	1			2	2			
Mentoring				1	1	1		2	2	2		
Resident Advisory Meetings (after Mentoring)					X	X	X	X	X	X	X	X
Evaluation		1	1			2	1, 2				2	
Progress Report		X		X		X		X		X		X
Communication	X	X	X	X	X	X	X	X	X	X	X	X
Sustainability / Fund Development									X	X	X	X

Key: 1 = First Training; 2 = Second Training , X = Ongoing Activity

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 1:** Establish key relationships by meeting with the county CalFresh director or designee, CalFresh Outreach/ community worker and work with the appropriate Food and Nutrition Services (FNS) funded partners to create a County Nutrition Action Plan (C-NAP) group.

Activities	Responsible Party	Timeframe	Deliverables
1. Attend bi-monthly County Nutrition Action Plan (C-NAP) Workgroup meetings to help coordinate USDA food program interventions and efforts to increase food security in the target population by: <ul style="list-style-type: none"> <li>a) Building on existing State or County nutrition action or obesity plans.</li> <li>b) Coordinating nutrition education messages with CalFresh outreach efforts throughout the county for the various USDA food programs; CalFresh, WIC, EFAP, Summer meals, Child and Adult Care Food Program (CACFP), school breakfast and lunch programs.</li> <li>c) Identifying existing resources and assets of organizations in the county that promote the C-NAP.</li> </ul>	Project Coordinator	Mar 2013 – Sept. 2016	List of collaborating members
2. Participate in local food access related meetings and Network sponsored CX3 webinar, teleconference, and trainings, as needed.	Project Coordinator	Mar 2013 – Sept 2016	Meeting sign-in sheets
3. Attend monthly SNAP-Ed project meetings to strategically implement the County of Sonoma’s Department of Health Services (DHS) scope of work.	Project Coordinator	Mar 2013 – Sept. 2016	List of collaborating members

Activities	Responsible Party	Timeframe	Deliverables
4. Annually, attend up to two <i>Network</i> -sponsored meetings, trainings and conferences regionally and/or in Sacramento that may include the following: Community Engagement trainings, Regional Network Collaborative meetings, <i>Network</i> -sponsored state and/or regional trainings and any other non- <i>Network</i> sponsored trainings that have been pre-approved by State Program Managers.	Project Coordinator	Mar 2013 – Sept. 2016	Copies of agendas, record of participation
5. Use the United States Department of Agriculture (USDA) regulations and guidelines to ensure all activities are allowable and appropriately documented. - <a href="http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf">http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf</a>	Project Coordinator	Mar 2013 – Sept. 2016	Documents (on file)
6. Comply with the Network Guideline Manual and Program Letter updates. - <a href="http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx">http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx</a> - <a href="http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx">http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx</a>	Project Coordinator	Mar 2013 – Sept. 2016	Documents (on file)



**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 2:** Recruit, engage, and sustain community members (residents) to participate in the *Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX<sup>3</sup>)* neighborhood assessment or reassessment process in five SNAP-Ed eligible neighborhoods.

Activities	Responsible Party	Timeframe	Deliverables
1. Partner with Food Access Coordinator to provide at least three CX3 presentations to a variety of the target stakeholders explaining the project, encourage participation, and utilization of data. Stakeholders include: health department leadership, community organizations (e.g. coalitions, collaboratives), and events with neighborhood residents, city/county officials. Organize CX3 Community Liaisons to assist as often as possible.	Project Coordinator	Oct 2015-Mar 2016	Presentation Outlines
2. Work with the Food Access Coordinator to assist CX3 Community Liaisons to identify five qualifying neighborhoods using the Network's GIS and share Tier 1 mapping worksheet with appropriate stakeholders	Project Coordinator	Oct 2015-Mar 2016	Completed mapping worksheets List of stakeholders
3. Organize community partners and community members to assist in the CX <sup>3</sup> neighborhood data collection using CX <sup>3</sup> tools and methods and share local data and information. a) Recruit community leaders and community members from the selected five neighborhoods to participate as surveyors in CX <sup>3</sup> neighborhood food environment assessment. b) Participate in the CX <sup>3</sup> Assessment Surveyor Training. c) Coordinate surveyors during the CX3 neighborhood food environment assessment effort.	Project Coordinator	Oct 2015-Sept 2016	a)Completed Tier 2 data surveys b)Completed surveys c) Time log for each surveyor
4. After receipt of data analysis, work with Food Access Coordinator to complete all template Communications Tools for each neighborhood surveyed.	Project Coordinator	Oct 2015-Sept 2016	Communication Tools

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 3: Prioritize identified problem areas based on CX<sup>3</sup> findings and feedback from at least three-five community forums to reach 75 community members, and utilize to develop and implement at least three *Network* allowable interventions with environmental supports.

Activities	Responsible Party	Timeframe	Deliverables
1. Work with Food Access Coordinator and CX3 Assessment and Program Contractor to complete all template Communications Tools for the three CX3 neighborhoods surveyed in FFY 2012.	Project Coordinator	Mar-Sept 2013	Communication tools
2. Using communications tools (e.g., fact sheets, briefs) present findings to a variety of stakeholders, involving community members where appropriate. Work with Food Access Coordinator, CX3 Assessment and Program Contractor, and engage community members to accomplish the following: a) Conduct outreach to increase participation at community forums/town halls. b) Partner with the CX3 Assessment and Program Contractor to host nutrition education community forums/town halls reaching 15-20 unduplicated SNAP-Ed eligible adults from the respective neighborhood at each forum to review CX <sup>3</sup> findings and determine greatest areas of concern. Coordinate with the SNAP-Ed Nutrition Education Coordinator who will provide a 15-minute dynamic nutrition education session. c) Provide CX <sup>3</sup> findings to all relevant city/county level departments and officials (e.g., planners, etc.) where data on the CX <sup>3</sup> neighborhoods would guide/inform decisions and promote increased access to healthy food. d) Using feedback from community forums, identify potential Champion retail food sources (e.g. food outlets, restaurants, mobile vendors, etc.) for future intervention work and campaigns e) As relevant, share CX3 findings with local media to highlight areas of concern and opportunities for action (e.g., newspaper, television)	Project Coordinator	<u>a-b</u> Mar 2013-Sept 2013 (if needed)  <u>c-e</u> Mar 2013-Sept 2013	Summary of outreach efforts  Forum/Town hall Agenda  List of county/city officials with contact dates  List of Champions  CX3 Media highlights

Activities	Responsible Party	Timeframe	Deliverables
<p>3. Based on CX<sup>3</sup> findings, prioritize identified problem areas with stakeholders, community groups, and organizations. Work with Food Access Coordinator and engage community members to accomplish the following:</p> <ul style="list-style-type: none"> <li>a) Conduct outreach to increase participation at community forums/town halls.</li> <li>b) Host at least <u>5</u> nutrition education obesity prevention community forums/town halls reaching a minimum of <u>75</u> cumulative neighborhood residents or individuals from the target population (at least <u>15</u> unduplicated SNAP eligible adults at each site) to review CX<sup>3</sup> findings and determine greatest areas of concern. Coordinate with the SNAP-Ed Nutrition Education Coordinator who will provide a 15-minute dynamic nutrition education session.</li> <li>c) Provide CX<sup>3</sup> findings to all relevant city/county level departments (e.g., planners, redevelopment agencies, etc.) where data on the CX<sup>3</sup> neighborhoods would guide/inform decisions and promote increase access to healthy food.</li> <li>d) Using feedback from community forums, identify potential neighborhood Champions, including Champion retail food sources for future intervention work and campaigns.</li> <li>e) As relevant, share CX3 findings with local media to highlight areas of concern and opportunities for action (e.g., newspaper, television)</li> </ul>	Project Coordinator	Oct 2015- Mar 2016	Summary of outreach efforts  Forum/Town hall Agenda  List of county/city officials with contact dates  List of Champions  CX3 Media highlights
<p>4. Partner with CX3 Assessment and Program Contractor, Food Access Coordinator, and community members to identify at least three <i>Network</i> allowable interventions with environmental supports (at least one from each CX3 neighborhood)</p>	Project Coordinator	Mar-May 2013  Apr-July 2016	Strategic Narrative
<p>5. Assist in the development of the <i>CX<sup>3</sup> Implementation Strategy Narrative</i> by providing research, written work, translation, editing and review.</p>	Project Coordinator	Apr-May 2013  Aug-Sept 2016	Strategic Narrative



GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 4: Collaborate with five community groups and five other organizations to engage five neighborhood members to identify at least two food and beverage strategies in five qualifying communities to increase access and consumption of healthy foods and beverages.

Activities	Responsible Party	Timeframe	Deliverables
1. Assist DHS Staff to plan and host at least one county health forum to address primary prevention of diseases through healthier eating patterns and more physical activity. Assist CX3 Assessment and Program Contractor in recruiting community leaders to participate in the forum from schools, after schools, worksites, CalFresh and WIC offices, faith-based channels etc. in CX3 neighborhoods. Some strategies may include: <ul style="list-style-type: none"> <li>a. Identify health disparities in communities related to nutrition and physical activity barriers and propose solutions</li> <li>b. Increase awareness of existing food policies in qualifying neighborhoods</li> <li>c. Use CX<sup>3</sup> assessment findings to promote the need for farmers markets to increase access to fresh fruits and vegetables, increased healthy food availability in corner stores, healthier options at local worksites, schools and churches and increased access to physical activity opportunities in qualifying neighborhoods.</li> </ul>	Project Coordinator	Mar 2013- May 2013  Oct 2014- May 2015	Flyers, Agenda, Summary of meeting results
2. Collaborate with at least <u>5</u> community groups and <u>5</u> other organizations to recruit <u>5 or more</u> neighborhood members from <u>5</u> qualifying CX3 communities (at least one from each neighborhood) to participate in the CX3 Community Liaison Leadership Training.  Target ethnic specific minorities with health disparities identified in the LHD Infrastructure Assessment.	Project Coordinator	Mar-Apr 2013  Oct 2013- Dec 2013  Oct 2014 – Dec 2014	Documentation of recruitment efforts  Submitted training applications
3. Partner with SNAP-Ed staff to finalize and obtain Network approval of training curriculum and materials for English and Spanish speaking adults.	Project Coordinator	Mar 2013	Bilingual training curriculum and

Activities	Responsible Party	Timeframe	Deliverables
		Oct 2013- Dec 2013  Oct 2014 – Dec 2014	materials
<p>4. Facilitate a bilingual (Spanish/English) <u>leadership development training</u> (3 day minimum), which includes:</p> <ul style="list-style-type: none"> <li>a. Introduction exercise</li> <li>b. Social justice and healthy communities</li> <li>c. Community organizing basics (relationship building, identification of priority concerns, member engagement and retention, and partnership)</li> <li>d. Community organizing principles of community organizing</li> <li>e. Characteristics of community leaders, characteristics of community groups, development of organized community groups</li> <li>f. Skill building (outreach, engagement and retention to the Latino community, in particular; selecting a meeting environment; ground rules for groups; and meeting facilitation)</li> <li>g. Leadership styles</li> <li>h. Participatory strategic planning concepts</li> <li>i. Interactive activities and homework to augment and support the community organizing and skill building components of the training</li> </ul>	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>Apr-May 2013</p> <p>Jan-Feb 2014</p> <p>Jan-Feb 2015</p>	<p>Training agendas, Curriculum, sign-in sheets, pre/post evaluation surveys</p>
<p>5. Facilitate a <u>community driven leadership and policy change</u> training (minimum 1 day), which should include, but not limited to, the following components:</p> <ul style="list-style-type: none"> <li>j. Overview of health and communities</li> <li>k. Local government overview</li> <li>l. How to engage elected officials and decision makers, including a panel of local</li> </ul>	<p>Project Coordinator</p> <p>Program Assistant 1</p>	<p>Apr-May 2013</p> <p>Jan-Feb 2014</p>	<p>Training agendas, curriculum, sign-in sheets, pre/post evaluation surveys</p>

Activities	Responsible Party	Timeframe	Deliverables
<p>policy/decision makers (e.g. government officials, principals, school boards, etc.)</p> <p>m. Exercises that show participants how to identify environmental issues that can be addressed through policy advocacy (assessment) Showcase of evidence-based primary prevention strategies and solutions (e.g. food systems; walkability principles; land use and community planning; leadership; advocacy and policy development)</p>	<p>Program Assistant 2</p>	<p>Jan-Feb 2015</p>	
<p>6. Facilitate a <u>media spokesperson</u> training (minimum 1 day), which should include, but not limited to, the following components:</p> <p>n. How to frame a message</p> <p>o. Developing a message</p> <p>p. Presenting a message (on camera exercise or press conference interview exercise)</p> <p>q. Developing a message for longer interviews (e.g., 15 minute radio interviews)</p>	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>Apr-May 2013</p> <p>Jan-Feb 2014</p> <p>Jan-Feb 2015</p>	<p>Training agendas, curriculum, sign-in sheets, pre/post evaluation surveys</p>
<p>7. Work with CX3 Community Liaison trainees to accomplish the following:</p> <ul style="list-style-type: none"> <li>Assist trainees to identify <u>at least one</u> food and beverage strategy in <u>each of the five qualifying communities</u> to increase access and consumption of healthy foods and beverages.</li> <li>Identify at least three <i>Network</i> allowable interventions with environmental supports that trainees can use to implement their selected strategies.</li> <li>Assist trainees to develop a strategic plan for their respective strategies. The CX3 Community Liaisons will work on these projects for at least seven months.</li> </ul> <p>Partner with Food Access Coordinator and CX3 Community Assessment and Program Contractor to provide CX3 and other relevant food access data, strategies, and</p>	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>Apr-May 2013</p> <p>Jan-Feb 2014</p> <p>Jan-Feb 2015</p>	<p>Trainee strategic plans</p>

Activities	Responsible Party	Timeframe	Deliverables
monitoring/evaluation approaches to help trainees with decision making.			
<p>8. Provide ongoing oversight and support to CX3 Community Liaisons in all training areas to implement and market nutrition and obesity prevention strategies using public health approaches and <i>Network</i> allowable interventions. Ongoing support must include at least three of the following approaches. Alternative approaches approved by Food Access Coordinator may also be used.</p> <ul style="list-style-type: none"> <li>• One-on-one or group meetings to help Liaisons put knowledge into practice.</li> <li>• Regular communications to obtain regular updates on strategic plan implementation.</li> <li>• Monthly team meetings so Liaisons can check-in, address challenges, share successes, and participate in mini skill building trainings).</li> <li>• (Required) Select Liaisons participate in CAN-C Food Access Workgroup, SNAP-Ed Team Meetings, and/or Network meetings and conferences.</li> </ul>	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>May–Nov 2013</p> <p>Mar–Sept 2014</p> <p>Mar–Sept 2015</p>	<p>Mentoring log</p> <p>Meeting and training agendas</p> <p>Meeting participation log</p>
<p>9. Connect Liaisons with CX3 Assessment and Program Contractor or Food Access Coordinator, as needed, to receive technical assistance and training in the following areas:</p> <ul style="list-style-type: none"> <li>• strategies to increase access and consumption of healthy foods and beverages and physical activity opportunities.</li> <li>• educational and social marketing strategies</li> <li>• monitoring and evaluating neighborhood changes.</li> </ul> <p>Support and mentor Liaisons to use information obtained from the technical assistance and trainings sessions to help implement strategic plans.</p>	<p>Project Coordinator</p>	<p>May–Nov 2013</p> <p>Mar–Sept 2014</p> <p>Mar–Sept 2015</p>	<p>TA log</p> <p>ATF/EARS</p>
<p>10. Compile meeting evaluations (translating when necessary) and work with SNAP-Ed staff and evaluators to evaluate leadership training and community projects.</p>	<p>Project Coordinator</p>	<p>Mar 2013–Sept 2016</p>	<p>Evaluation tools</p>



Activities	Responsible Party	Timeframe	Deliverables
			Final reports
11. Assist in the development or update of the CX <sup>3</sup> Implementation Strategy Narrative by providing research, written work, translation, editing and review. Incorporate CX3 Community Liaisons' strategic plans wherever possible.	Project Coordinator	May-June 2013  Mar-Apr 2014  Mar-Apr 2015	Strategic Narrative

**GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

**Objective 5:** Assist County Nutrition Action Plan Workgroup with promoting and supporting a minimum of one environmental change that enhances *Rethink Your Drink* efforts.

Activities	Responsible Party	Timeline	Deliverables
1. Work with the County Nutrition Action Plan Workgroup and the CX3 Community Liaisons to identify priorities and develop a list of environmental support strategies with local partners to increase and promote access to healthy beverage options through public health approaches. Assist with the development of the summary of local strategies. Some strategies may include: <ul style="list-style-type: none"> <li>a. Collaborate with food outlets to reduce the size of sugar sweetened-beverages sold at food outlets and/or move the beverages to a less trafficked area of the store</li> <li>b. Collaborate with restaurants to reduce the serving size of sugar sweetened-beverages sold with meals and/or eliminate them from kids meals</li> <li>c. Reduce access to sugar-sweeten beverages (SSBs) in eligible city and county settings serving low-income populations and provide healthy beverage alternatives in appropriate serving sizes</li> <li>d. Encourage partners to provide free drinking water to the public in common areas at such eligible venues</li> <li>e. Encourage organizations to seek healthy beverage sponsorships</li> </ul>	Project Coordinator	Mar –Sept 2013	Summary of local strategies (report annually)

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 6: Coordinate CX3 Community Liaisons to engage qualifying grocery retailers (such as: supermarkets, grocery stores, and/or independent grocers) in the county to reach SNAP-Ed eligible residents through nutrition education materials, food demonstrations, store tours, and point of purchase strategies.

Activities	Responsible Party	Timeline	Deliverables
1. Participate in all required <i>Network for a Healthy California –Retail Program</i> trainings in person and/or webinars. Examples of training include: <ul style="list-style-type: none"> <li>• <i>Network for a Healthy California Retail Training Webinar</i></li> <li>• <i>Storage &amp; Stocking Training (i.e., produce storage guidelines, receiving and stocking tips, and produce display considerations)</i></li> <li>• <i>Merchandising &amp; Promotion Training (i.e., product and produce merchandising and display tips, marketing activities, and healthier checkout program)</i></li> <li>• <i>In-Store Events Training (i.e., coordinating, promoting and conducting promotional events, such as food tastings and store visits)</i></li> </ul>	Project Coordinator	Oct 2013 - Sept 2016	Record of attendance  Training agendas
2. Coordinate CX3 Community Liaisons to participate in trainings on how to implement the Healthy Food Outlet Project and use evaluation measurement tools. Examples of trainings include: <ul style="list-style-type: none"> <li>• Healthy Food Outlet Project Business Liaison Training</li> <li>• Use of the <i>Network for a Healthy California’s Retail Fruit &amp; Vegetable Marketing Guide</i>, including trainings on in-store/community surveys, storage &amp; stocking produce, merchandising &amp; promotion, and in-store events.</li> <li>• Training(s) on use of measurement tools to conduct food environment assessment, manager interviews and customer intercept surveys</li> </ul>	Project Coordinator	Oct 2013 - Sept 2016	Training sign-in sheets

Activities	Responsible Party	Timeline	Deliverables
3. Communicate with project staff by phone and email, attend program meetings, and attend resident mentoring meetings.	Project Coordinator	Oct 2013 - Sept 2016	Meeting sign-in sheets
4. Work with Healthy Food Outlet Project Staff to provide technical assistance and mentoring to CX3 Community Liaisons on the implementation of the Healthy Food Outlet Project, which includes, but is not limited to, the following: <ul style="list-style-type: none"> <li>• Promoting healthy items through placement/promotion strategies</li> <li>• Promoting healthy items through reduced pricing strategies</li> <li>• Improving the selection, quantity, and quality of more healthy food items throughout the store</li> <li>• Actively engaging in Farm to Fork efforts that promote seasonal produce items matching the monthly <i>Harvest of the Month</i> education elements</li> <li>• Encouraging corner store conversion projects with other funding sources</li> </ul>	Project Coordinator	Oct 2013 - Sept 2016	Log of technical assistance activities  Summary of outcomes
5. Connect CX3 Community Liaisons with SNAP-Ed partners to receive the following trainings: <ol style="list-style-type: none"> <li>a) Acquire food handling certification (such as ServSafe) that meets the county’s requirements for the staff responsible for engaging the retail sites</li> <li>b) Training on conducting retail grocery promotional events. Promotional events can include, but are not limited to, food demonstrations, tastings, and store tours.</li> </ol> <p>CX3 Community Engagement Contractor must receive a food handling certification and participate in the training in order to provide adequate oversight and support in this area to CX3 Community Liaisons.</p>	Project Coordinator	Oct 2013 - Sept 2016	a) Copy of Certification for staff  b) Training agenda, list of materials discussed
6. Work with the SNAP-Ed Nutrition Education Contractor and CX3 Assessment and Program Coordinator or Food Access Coordinator to coordinate CX3 Community Liaisons to conduct the following activities at participating food outlets located in qualified communities:	Project Coordinator	Oct 2013- Sept 2016	a) Completed customer/community surveys

Activities	Responsible Party	Timeline	Deliverables
a) customer/community surveys b) Three promotional events at each participating stores that highlight healthy changes. Promotional events can include, but are not limited to, food demonstrations, tastings, and store tours.			b) Event calendar  Photos (with photo releases)  Evaluation summary of promotional activities

**SNAP-Ed Activities Timeline Chart**

Activity	Federal Fiscal Year 2013												Federal Fiscal Year 2014											
	2012			2013									2013			2014								
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1.1						•		•		•		•		•		•		•		•		•		•
1.2					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
1.3					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
1.4					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
1.5					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
1.6					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
4.10					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
3.4					•	•																		
4.3					•	•																		
4.2					•	•	•																	
4.1					•	•	•	•																
3.1					•	•	•	•	•	•	•	•												
3.2					•	•	•	•	•	•	•	•												
5.1					•	•	•	•	•	•	•	•												
3.5							•	•																
4.4							•	•																
4.5							•	•																
4.6							•	•																
4.7							•	•																
4.9							•	•	•	•	•	•	•											
4.11								•	•															
4.8								•	•	•	•	•												
4.2													•	•	•									
4.3													•	•	•									
6.1													•	•	•	•	•	•	•	•	•	•	•	•
6.2													•	•	•	•	•	•	•	•	•	•	•	•
6.3													•	•	•	•	•	•	•	•	•	•	•	•
6.4													•	•	•	•	•	•	•	•	•	•	•	•
6.5													•	•	•	•	•	•	•	•	•	•	•	•
6.6													•	•	•	•	•	•	•	•	•	•	•	•
4.7																•	•							
4.11																		•	•					
4.8																		•	•	•	•	•	•	•
4.9																		•	•	•	•	•	•	•



**Budget**

	Rate	Calendar Year 2011		Calendar Year 2012		Calendar Year 2013	
		Hrs	Amount	Hrs	Amount	Hrs	Amount
<b>PERSONNEL</b>							
Community Organizer	\$35	377.2	\$13,205	441.2	\$15,445	250	\$8,750
ACTION Trainer	\$35	20	\$700	20	\$700		
<b>Total Personnel</b>			\$13,905		\$16,145		\$8,750
<b>NON-PERSONNEL / OPERATING EXPENSES</b>							
Travel			\$570		\$863		\$570
Office Supplies			\$300		\$300		\$300
Printing/Duplication							
Meeting Supplies			\$600		\$210		\$350
Food/Refreshments			\$1,200		\$1,200		\$1,200
Stipends/Incentives			\$760				\$760
Educational Materials			\$264				
Postage							
Facility Use Expense					\$360		
Childcare Stipend/Incentives					\$760		
<b>Total Non Personnel</b>			\$3,694		\$3,693		\$3,180
<b>Total Direct Costs (Personnel + Non-Personnel)</b>			\$17,599		\$19,838		\$11,930
<b>Indirect Costs @ 10%</b>			\$1,670		\$1,890		\$1,193
<b>OTHER COSTS – SUBCONTRACTS/CONSULTANTS</b>							
Translation & Interpretation							\$885
<b>Total Other</b>							
<b>TOTAL BUDGET</b>			\$19,269		\$21,728		\$14,008

**Total Payments not to exceed \$55,005**



**Budget Justification**

<i>PERSONNEL</i>
1) The <b>Community Organizer</b> will co-facilitate 1 leadership training for years 1 & 2; and provide follow-up and mentoring to the graduates each year for a total of 704 hours/year 1, 832 hours/year 2, and 416 hours/year 3 @ \$35/hour.
2) The <b>ACTION Trainer</b> will provide 1 leadership training each year, years 1 & 2: 20 hours, including preparation time for each training @ \$35/hour; for a total of \$700 each year.
<i>NON-PERSONNEL / OPERATING EXPENSES</i>
<b>Travel</b> - Expenses include \$330/year for HEAL-CHI peer meetings and \$20/month for local travel, or \$240/year. Local travel is reimbursed at a rate of \$0.50/mile, for an estimated 40 miles a month.
<b>Office supplies</b> - Calculated at approximately \$25/month, for a total of \$300/year, including items such as markers, flipcharts, pens, paper, folder, etc. This expense is being provided in-kind by SJHS-SC.
<b>Printing/duplication</b> – n/a
<b>Meeting supplies</b> - \$600 covers paper products for program meetings and events during years 1 and 2, and \$350 in year 3.
<b>Food/refreshments</b> - \$1,200 is included each year cover healthy food and drinks at program meetings and events
<b>Stipends/incentives</b> - Include small items that incentivize participation in the program, (e.g., gift certificates to healthy food outlets, such as local farms and Farmers Markets)
<b>Educational materials</b> - ACTION Leadership Training manuals for each participant, as well as supplemental material for communications training for 16 trainees at \$33 each.
<b>Facility Use Expense</b> – Facility use expenses needed for space for trainings.
<b>Childcare Stipend/Incentives</b> – stipends/incentives for childcare providers during Leadership Training workshops.
<b>Indirect costs</b> - are calculated at 12%, to support administrative overhead expenses incurred by the contractor. Of that, 10% is being requested, and the additional 2% is being provided in-kind by SJHS-SC. These expenses included rent, utilities, maintenance and depreciation of office equipment, accounting services, etc.
<i>OTHER COSTS</i>
<b>Translation &amp; Interpretation</b> - \$885 is included each year for written translation of key materials and interpretation at meetings and events

**In-Kind**

	Rate	Calendar Year 2011		Calendar Year 2012		Calendar Year 2013	
		Hrs	Amount	Hrs	Amount	Hrs	Amount
<b>PERSONNEL</b>							
Director Healthy Communities	\$45	48	\$2,160	52	\$2,340	52	\$2,340
Community Organizer	\$35	352	\$12,320	416	\$14,560	208	\$7,280
Communications/Media Advisor	\$45	10	\$450	10	\$450		
<b>Total Personnel</b>			\$14,930		\$17,350		\$9,620
<b>NON-PERSONNEL / OPERATING EXPENSES</b>							
Travel - mileage							
Office Supplies							
Printing/Duplication			\$600		\$600		\$300
Meeting Supplies			\$600		\$600		\$300
Food/Refreshments							
Incentives							
Educational Materials			\$486		\$487		
Postage							
<b>Total Non Personnel</b>			\$1,686		\$1,687		\$600
<b>Total Direct Costs (Personnel + Non-Personnel)</b>			\$16,616		\$19,037		\$10,220
<b>Indirect Costs @ ____ %</b>			\$370		\$418		\$2 16
<b>OTHER COSTS – SUBCONTRACTS/CONSULTANTS</b>							
<b>Total Other</b>							
<b>TOTAL BUDGET</b>			\$16,986		\$19,455		\$10,436

**Budget**

Budget	Hourly Rate	Hrs	Mar 2012- Sept 2013	Hrs	Oct 2013 - Sept 2014	Hrs	Oct 2014- Sept 2015	Hrs	Oct 2015- Sept 2016	Total
<b>PERSONNEL</b>										
Leticia Romero, Project Coordinator (Lead Organizer) (0.525 FTE in FFY 2013; 0.375 FTE in FFY 2014; 0.3125 FTE in FFY 2015 & 2016)	\$24	651	\$15,624	800	\$19,200	650	\$15,600	650	\$15,600	\$66,024
<b>Personnel Subtotal</b>			\$15,624		\$19,200		\$15,600		\$15,600	\$66,024
<b>Fringe Benefits @ 20% (Add'l 9.5% in-kind)</b>	20.0%		\$3,125		\$3,840		\$3,120		\$3,120	\$13,205
<b>TOTAL PERSONNEL</b>			<b>\$18,749</b>		<b>\$23,040</b>		<b>\$18,720</b>		<b>\$18,720</b>	<b>\$79,229</b>
<b>NON-PERSONNEL/OPERATING EXPENSES</b>										
Travel – Annual Network Conference in Sacramento			\$0		\$423		\$0		\$423	\$846
Travel - Network Trainings in Sacramento			\$267		\$267		\$267		\$267	\$1,068
Travel – Mileage	.555	2000	\$1,110	2430	\$1,349	1299	\$721	1719	\$954	\$4,134
Office Supplies			\$700		\$1,200		\$1,200		\$1,200	\$4,300
Copier			\$0		\$0		\$0		\$0	\$0
Printing/Duplication			\$0		\$0		\$0		\$0	\$0
Educational /Training Materials			\$120		\$180		\$180		\$180	\$660
Food Handling Certification			\$0		\$600		\$600		\$600	\$1,800
<b>TOTAL NON-PERSONNEL</b>			<b>\$2,197</b>		<b>\$4,019</b>		<b>\$2,968</b>		<b>\$3,624</b>	<b>\$12,808</b>
<b>OTHER COSTS</b>										
CX3 Community Liaisons	\$12.00	292	\$3,504	312	\$3,744	312	\$3,744	312	\$3,744	\$14,736
<b>TOTAL OTHER COSTS</b>			<b>\$3,504</b>		<b>\$3,744</b>		<b>\$3,744</b>		<b>\$3,744</b>	<b>\$14,736</b>
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)</b>			<b>\$24,450</b>		<b>\$30,803</b>		<b>\$25,432</b>		<b>\$26,088</b>	<b>\$106,772</b>
<b>Indirect Costs @ 12% (Add'l 6.81% in-kind)</b>	<b>18.1%</b>		\$4,425		\$5,575		\$4,603		\$4,722	\$19,326
<b>TOTAL BUDGET</b>			<b>\$28,875</b>		<b>\$36,378</b>		<b>\$30,035</b>		<b>\$30,810</b>	<b>\$126,098</b>

**SNAP-Ed Grant Budget Revisions and Line Item Adjustments:**

*Subject to prior written notice under Paragraph 12, the Department of Health Services Division Director, or designee, may approve Line Item Budget Adjustment Requests and Budget Revision Request to Exhibit B1 so long as the total contract maximum set forth in Section 2 (Payment) neither increases nor decreases and there is no significant change in the Scope of Work. Proposed transfers between budget sections or between line items require an approved Budget Revision Request if the total of the proposed changes are greater than 10% of the total contract amount for each budget year. Proposed budget transfers that total less than 10% of the total contract amount each budget year require an approved Line Item Budget Adjustment Request.*

*Said Line Item Budget Adjustment Requests and Budget Revision Requests shall not require a formal amendment to this Agreement and shall be effected by preparation of a new exhibit which is signed and dated by the Department of Health Services Division Director, or designee.*

**In-Kind**

<b>In-Kind Budget</b>	<b>Hourly Rate</b>	<b>Hrs</b>	<b>Mar 2012- Sept 2013</b>	<b>Hrs</b>	<b>Oct 2013 - Sept 2014</b>	<b>Hrs</b>	<b>Oct 2014- Sept 2015</b>	<b>Hrs</b>	<b>Oct 2015- Sept 2016</b>	<b>Total</b>
<b>PERSONNEL</b>										
Leticia Romero, Project Coordinator	\$24	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Amy Chevrolet, Project Manager (Manager)	\$35	300	\$10,500	400	\$14,000	400	\$14,000	400	\$14,000	\$52,500
Zuli Baron , Program Assistant (Lead Trainer)	\$25	75	\$1,875	75	\$1,875	75	\$1,875	75	\$1,875	\$7,500
Teresa Lopez, Program Assistant (Trainer)	\$24	48	\$1,152	48	\$1,152	48	\$1,152	48	\$1,152	\$4,608
<b>Personnel Subtotal</b>			<b>\$13,527</b>		<b>\$17,027</b>		<b>\$17,027</b>		<b>\$17,027</b>	<b>\$64,608</b>
<b>Fringe Benefits @29.5%</b>	29.50%		\$3,990		\$5,023		\$5,023		\$5,023	\$19,059
<b>Fringe Benefits for Leticia @ 9.5%</b>	9.50%		\$1,484		\$1,824		\$1,482		\$1,482	\$6,272
<b>PERSONNEL TOTAL</b>			<b>\$19,002</b>		<b>\$23,874</b>		<b>\$23,532</b>		<b>\$23,532</b>	<b>\$89,940</b>
<b>NON-PERSONNEL/OPERATING EXPENSES</b>										
Travel – Annual Network Conference in Sacramento			\$0		\$0		\$0		\$0	\$0
Travel - Network Trainings in Sacramento			\$0		\$0		\$0		\$0	\$0
Travel – Mileage			\$1,000		\$1,000		\$1,000		\$1,000	\$4,000
Office Supplies			\$500		\$100		\$250		\$250	\$1,100
Copier			\$0		\$0		\$0		\$0	\$0
Printing/Duplication			\$0		\$0		\$0		\$0	\$0
Education/Training Materials			\$0		\$0		\$0		\$0	\$0
Food Handling Certification			\$0		\$0		\$0		\$0	\$0
<b>TOTAL NON-PERSONNEL</b>			<b>\$1,500</b>		<b>\$1,100</b>		<b>\$1,250</b>		<b>\$1,250</b>	<b>\$5,100</b>
<b>OTHER COSTS</b>										
CX3 Community Liaisons	\$12.00	0	\$0	0	\$0	0	\$0	0	\$0	\$0
<b>TOTAL OTHER COSTS</b>			<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
<b>TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)</b>			<b>\$20,502</b>		<b>\$24,974</b>		<b>\$24,782</b>		<b>\$24,782</b>	<b>\$95,040</b>
<b>Indirect Costs</b>	<b>0.0%</b>		\$0		\$0		\$0		\$0	\$0
<b>TOTAL IN-KIND</b>			<b>\$20,502</b>		<b>\$24,974</b>		<b>\$24,782</b>		<b>\$24,782</b>	<b>\$95,040</b>

**Budget Justification**

<b>PERSONNEL</b>
<p><b>Leticia Romero, Project Coordinator (0.525 FTE in FFY 2013; 0.375 FTE in FFY 2014; 0.313 FTE in FFY 2015 &amp; 2016)</b>  <b>(Lead Organizer)</b></p> <p>Coordinates recruitment of community members (residents) from identified CX3 neighborhoods to participate in the CX3 Community Liaison Leadership Training Program and CX3 Assessment Training. Provides oversight, support and mentoring to residents on partnership development, public health, assessment and evaluation strategies related to increasing access and consumption of healthy foods and beverages and physical activity opportunities in SNAP-Ed approved neighborhoods. Assists with the development, implementation, and facilitation of a CX3 strategic community-driven action plans, county health forums, and community forums/town halls.</p> <ul style="list-style-type: none"> <li>• FFY 2013 = 21 hours/week x 31 week @ \$24/hour = \$15,624</li> <li>• FFY 2014 = 15 hours/week @ \$24/hour = \$19,200</li> <li>• FFY 2015 = 12.5 hours/week @ \$24/hour = \$15,600</li> <li>• FFY 2016 = 12.5 hours/week @ \$24/hour = \$15,600</li> </ul>
<p><b>Fringe Benefits:</b></p> <p>The average fringe benefits estimate is 29.5% of salaries, of which 20% is included in the budget. The remainder of fringe benefits expenses will be provided in-kind. Fringe benefits expenses include statutory benefits (i.e., medicare, social security, workers comp, CA disability insurance) and discretionary benefits (i.e., Medical/Dental/Vision, life insurance, retirement benefits, and long-term disability)</p>
<b>NON-PERSONNEL / OPERATING EXPENSES</b>
<p><b>Travel – Annual Network Conference in Sacramento: \$846</b>          For one staff and one Community Liaison to attend the Annual Network Conference in Sacramento up to two (2) days. Mileage reimbursement rate is set at \$0.555/mile.</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$0 (<i>No conference</i>)</li> <li>• FFY 2014: \$423 ( \$80 = \$40 / day x 1 staff and 1 liaisons + \$192 = \$84 x 1 night/1 staff &amp; 1 liaison+ \$12 tax x 2 + \$115 = 206 miles RT x \$0.555 x 1 car+ \$36= \$18 / day parking x 2 days )</li> <li>• FFY 2015: \$0 (<i>No conference</i>)</li> <li>• FFY 2016: \$423 ( \$80 = \$40 / day x 1 staff and 1 liaisons + \$192 = \$84 x 1 night/1 staff &amp; 1 liaison+ \$12 tax x 2 + \$115 = 206 miles RT x \$0.555 x 1 car+ \$36= \$18 / day parking x 2 days )</li> </ul>
<p><b>Travel –Network Trainings in Sacramento: \$1,068</b></p>

<p>For one staff to attend up to two (2) Network-Sponsored Skills Trainings in Sacramento, such as facilitation, sustainability, and program delivery trainings. Mileage reimbursement rate is set at \$0.555/mile.</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$267 (<i>\$231=208.1 miles round trip x 2 meetings x \$0.555 cents + \$36= parking for one car (\$18 per daily fee x 2 days)</i>)</li> <li>• FFY 2014: \$267 (<i>\$231=208.1 miles round trip x 2 meetings x \$0.555 cents + \$36= parking for one car (\$18 daily fee x 2 days)</i>)</li> <li>• FFY 2015: \$267 (<i>\$231=208.1 miles round trip x 2 meetings x \$0.555 cents + \$36= parking for one car (\$18 daily fee x 2 days)</i>)</li> <li>• FFY 2016: \$267 (<i>\$231=208.1 miles round trip x 2 meetings x \$0.555 cents + \$36= parking for one car (\$18 per daily fee x 2 days)</i>)</li> </ul>
<p><b>Travel – Mileage:</b> \$4,134          Mileage for travel for paid staff to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits &amp; TBD. Mileage reimbursement rate is set at \$0.555/mile.</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$1,110 (<i>285.7 miles / month x 0.555 cents/mile x 7 months with additional \$1,000 to be provided in-kind</i>)</li> <li>• FFY 2014: \$1,349 (<i>202.5 miles / month x 0.555 cents/mile x 12 months with additional \$1,000 to be provided in-kind</i>)</li> <li>• FFY 2015: \$721 (<i>108.3 miles / month x 0.555 cents/mile x 12 months with additional \$1,000 to be provided in-kind</i>)</li> <li>• FFY 2016: \$954 (<i>143.3 miles / month x 0.555 cents/mile x 12 months with additional \$1,000 to be provided in-kind</i>)</li> </ul>
<p><b>Office Supplies:</b> \$4,300          For supplies (such as pens, pencils, postage, notepads, paper, binders, flip charts, etc) for nutrition education, leadership training, and project activities.</p> <ul style="list-style-type: none"> <li>• FFY 2013: \$700 (<i>\$100/month x 7 months, with additional \$500 to be provided in-kind</i>)</li> <li>• FFY 2014: \$1,200 (<i>\$100/month x 12 months with additional \$100 to be provided in-kind</i>)</li> <li>• FFY 2015: \$1,200 (<i>\$100/month x 12 months with additional \$250 to be provided in-kind</i>)</li> <li>• FFY 2016: \$1,200 (<i>\$100/month x 12 months with additional \$250 to be provided in-kind</i>)</li> </ul>
<p><b>Copier:</b> \$0          In-house copier usage based on estimated monthly usage for the program.</p>
<p><b>Printing/Duplication:</b> \$0          Large-scale duplication jobs, production, printing, and lamination of relevant materials for trainings, meetings, and events.</p>
<p><b>Educational/Training Materials:</b> \$660</p>

Costs to purchase and produce educational materials, such as pre-printed workbooks, posters, flyers, craft/small toys for dynamic activities for the trainings. Nutrition Education Materials required for the delivery of critical program services which have prior CDPH approval must comply with all State and Federal safety requirements with respect to production including Prop 65 requirements for lead content.

- FFY 2013: \$120 (\$4/person x 30/people)
- FFY 2014: \$180 (\$4/person x 45/people)
- FFY 2015: \$180 (\$4/person x 45/people)
- FFY 2016: \$180 (\$4/person x 45/people)

**Food Handling:** \$1,800

Local food handling and other non-Network trainings and tastings required for Community Liaisons to conduct in-store tastings, store tours, etc.

- FFY 2014 \$600
- FFY 2015 \$600
- FFY 2016 \$600

**CX3 Community Liaisons:** \$14,736

For CX3 Community Liaisons who have completed the CX3 Community Liaison Leadership Training Program to participate in CX3 Assessment Training and conduct food assessments in qualifying CX3 neighborhoods, engage officials and stakeholders, assist in the development and implementation of a food access action plan, and assist in the implementation of at least one county health forum.

- FFY 2013: \$3,504 (*\$12/hour x 292 hours*)
- FFY 2014: \$3,744 (*\$12/hour x 312 hours*)
- FFY 2015: \$3,744 (*\$12/hour x 312 hours*)
- FFY 2016: \$3,744 (*\$12/hour x 312 hours*)

**Indirect Costs**

18.81% of modified direct costs (total direct costs less subcontractors and equipment), of which 6.1% will be provided in-kind. The calculation is based on the Simplified Allocation Method as outlined on the “Certification Form for Indirect Costs” for FFY 2013.



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 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 Contractor 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 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: Certificate of Insurance.

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than 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. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor 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 Contractor 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 Contractor 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 Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. 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: Agreement # 1910-11-STJ-HE-019.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor 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: Department of Health Services, 490 Mendocino Ave, Suite 202, 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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

### 6. Policy Obligations

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

### 7. Material Breach

If Contractor fails to maintain insurance 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 Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct

from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

The Contractor agrees to comply with the following provisions outlined in the California Department of Public Health (CDPH) Special Terms and Conditions:

- Provision 1: Federal Equality Opportunity Requirements
- Provision 2: Travel and Per Diem Reimbursement
- Provision 3: Procurement Rules
- Provision 4: Equipment Ownership / Inventory / Disposition
- Provision 5: Subcontract Requirements
- Provision 6: Income Restrictions
- Provision 7: Audit and Record Retention
- Provision 8: Site Inspection
- Provision 10: Intellectual Property Rights
- Provision 11: Air or Water Pollution Requirements
- Provision 12: Prior Approval of Training Seminars, Workshops or Conferences
- Provision 13: Confidentiality of Information
- Provision 14: Documents, Publications and Written Reports
- Provision 17: Human Subjects Use Requirements
- Provision 19: Debarment and Suspension Certification
- Provision 20: Smoke-Free Workplace Certification
- Provision 24: Officials Not to Benefit
- Provision 31: Lobbying Restrictions and Disclosure Certification

The CDPH Special Terms and Conditions can be found at the following web address:

[www.cdph.ca.gov/programs/cpns/Documents/CCOI-RFA2013-ExhD\(F\)-SpecialTermsConditions.doc](http://www.cdph.ca.gov/programs/cpns/Documents/CCOI-RFA2013-ExhD(F)-SpecialTermsConditions.doc)

## Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
1. Network Local Projects *Network for a Healthy California* Guidelines Manual and any revisions thereto. (Revision October 2011)  
<http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>
  2. *Network for a Healthy California* Program Letters and any revisions thereto.  
<http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>
  3. United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance. (Revision Date FFY 2013)  
<http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf>

### 1. Cancellation / Termination

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Grantee may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this agreement or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this agreement, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this agreement, and except as otherwise specified by CDPH, the Grantee shall:
  - 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
  - 3) Upon the effective date of termination of the agreement Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
  - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the agreement.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrantees, or employees, officers and directors of the Grantee or subgrantees. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to prior CDPH review and approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrantees, or any employee, officer, or director of the Grantee or any subgrantee has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the agreement.
  - 2) An instance where the Grantee's or any subgrantee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest under this agreement will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the agreement. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

**Travel Reimbursement Information**  
*(Mileage Reimbursement Increase Effective 7/1/11)*

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
  - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt\*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts\*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public Health (CDPH)* or his or her designee. Receipts are required.

\*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

(2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 8.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 8.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.



2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.  
  
All CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55.5 cents maximum per mile**. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

**Per Diem Reimbursement Guide**

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.		



## 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:** 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 26, 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:**

Delegate authority to the Director of Human Resources to execute an agreement with Northern Claims Management, LLC, to provide workers' compensation claims administration and managed care services for a forty (40) month term from March 1, 2013 through June 30, 2016, not to exceed \$3,005,398.

### **Executive Summary:**

The requested Board action is to delegate authority to the Director of Human Resources to execute an agreement with Northern Claims Management, LLC (NCM) to provide third party workers' compensation claims administration and managed care services for the County of Sonoma for a 40 month term, from March 1, 2013 through June 30, 2016.

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. NCM was selected through a Request for Proposal (RFP) process for workers' compensation third party claims administration (TPA) services and medical managed care services. The RFP was issued in September 2012 and a total of 13 firms submitted proposals to provide either workers' compensation third party claims administration (TPA) services and/or medical managed care services.

Claims Administration: 12 proposals were received for claims administration services with annual fees ranging from \$309,135 to \$780,377. The evaluative process narrowed the proposals to 6 who were invited to interviews conducted with a panel of County representatives and a representative from the CSAC Excess Insurance Authority.

NCM provided competitive pricing for claims administration services, was the third lowest bidder and provided

the best overall response factoring in costs, program philosophy and strong references from their existing clients. In addition, NCM is located in Santa Rosa, CA and has been in business in Sonoma County since 1995, so received local preference as set forth in the County's Local Preference Policy for Services. NCM's proximity to the County Center will provide enhanced communication and collaboration opportunities to provide responsive services to our injured workers.

NCM provides workers' compensation claims administration and medical managed care services to the County of San Mateo and the City of Napa, and conflict claims services for Contra Costa County and Redwood Schools Insurance Group (RESIG). The County of Sonoma previously contracted (less than \$25,000 annually) with NCM from 1996 through 2002 to provide conflict claims administration services, as the County previously handled workers compensation administration in-house from 1995 through 2001. NCM has also provided services to St. Joseph Health Systems (Memorial Hospital) and Optical Coating Labs. Reference checks and other due diligence provided strong recommendations in support of NCM's work for all of these entities.

Fees for claims administration services are estimated to be \$1,805,732 for the 40 month term, from March 1, 2013 through June 30, 2016. Due to the prior termination of the current third party administrator, NCM will begin work immediately and is committed to facilitate a smooth transition process. A summary of fees are outlined in Attachment A and a scope of services in Attachment B of this report.

Medical Managed Care Services: The County expects to realize savings in the medical management areas as NCM's managed care pricing was also lower than the other proposals. Medical managed care services are provided in four categories; medical bill review, PPO network access, nurse case management and utilization review. Total fees for all medical management services for the 40 month term are estimated to be \$1,151,666.

The County also proposed two annual Incentive Performance Guarantees with NCM. The first is to reduce the number of future medical claims (FMC) by 25% by way of Compromise & Release (C&R). C & R's can be negotiated to eliminate the County's exposure for future benefits including medical care and the right to re-open a claim. Once a claim is settled by C & R, the reserves are eliminated and there is no further funding required on the claim. If successful in meeting this performance incentive, NCM would be able to earn an additional \$8,000 annually. Currently there are 222 open FMC claims and 55 FMC claims would need to be closed out during the first 12 months of the contract to obtain this incentive payment. A second Performance Guarantee will be provided through periodic and annual audits based upon 10 "Best Practices" performance measurement areas. If NCM scores 95% or greater in all of these audit areas, they will be able to earn an additional \$8,000 annually. These incentives promote greater performance in all claims administration "Best Practices" areas and will benefit overall claims administration and reduce claims expenses and reserves.

Total estimated costs for all services including performance guarantees for the 40 month term of the agreement are estimated at \$3,005,398.

**Prior Board Actions:**

None related to this vendor

**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.

<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 327,100	County General Fund	\$ 206,036
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 121,064
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 327,100</b>	<b>Total Sources</b>	<b>\$ 327,100</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p>Workers compensation costs are charged to departments and agencies through a payroll rate. Estimated costs of this contract for the remainder of FY 12-13 will be \$327,200.</p> <p>FY 13/14 - \$856,256  FY 14/15 - \$902,905  FY 15/16 - \$919,131</p>			
<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>			
Attachment A : Summary of Fees Attachment B: Scope of Services			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Draft Agreement with Northern Claims Management for the term March 1, 2013 – June 30, 2016			

**Attachment A – Summary of Fees**

**County of Sonoma Agenda Item Summary Report – 2/26/13**

**Workers' Compensation Self-Insured Program – Third Party Claims Administration and Managed Care Services**

<b>NORTHERN CLAIMS MANAGEMENT – SUMMARY OF FEES FOR 40 MONTH AGREEMENT – Term 3/1/13 to 6/30/16</b>		
<b>SERVICE</b>	<b>DESCRIPTION OF SERVICE</b>	<b>COST</b>
<b>Claims Administration Services:</b>		
Claims Administration	Administration of workers' compensation claims including; receipt, review, processing, and adjudication.	3/1 – 6/30 = \$205,940 2013/14 = \$494,256 2014/15 = \$540,905 2015/16 = \$557,131 Total = \$1,798,232
Data Conversion	Conversion of claim data from the prior TPA and claims system set-up to meet County needs.	\$7,500
<b>Managed Care Services:</b>		
Medical Bill review	Comprehensive bill review, reduction fee services and payment of all medical bills per appropriate fee schedules for accepted workers' compensation claims.	\$200,000
PPO Access	Additional fee reduction on medical bills to rates below the state fee schedule, from providers participating in the Contractors PPO.	\$200,000
Specialty Bill Review	Contractor will negotiate bills where there is no applicable fee schedule to reduced cost.	\$165,000
Utilization Review	Medical treatment request for authorization will be reviewed by nurses and physicians, to compare guidelines or criteria that are deemed appropriate for such services, and making a recommendation based on that comparison to ensure that employees are receiving appropriate care and to maintain costs.	\$266,666
Nurse Case Manager	Telephonic & field case management services to assist with workers comp case mgmt and return to work.	\$320,000
<b>Performance Guarantees:</b>		
FMC Claims Closure Incentive	Contractor is eligible for an incentive payment per fiscal year if Future Medical Claims are closed by way of Compromise and Release by 25%.	\$24,000
Best Claims Practices Incentive	The Contractor is eligible for an incentive payment per fiscal year provided that Contractor successfully meets the acceptable ranges in all performance standards for Best Practices.	\$24,000
<b>Maximum potential fees payable under this agreement</b>		<b>\$3,005,398</b>

**Attachment B – Scope of Services**

**County of Sonoma Agenda Item Summary Report – 2/26/13**

**Workers' Compensation Self-Insured Program – Third Party Claims Administration and Managed Care Services**

**DRAFT**

**SCOPE OF SERVICES FROM AGREEMENT – EXHIBIT B**

**I. COUNTY EXPECTATIONS**

Northern Claims Management, LLC agrees to the following specific compliance:

**A. GENERAL**

1. Contractor will work cooperatively with County personnel and will coordinate all appropriate actions with designated County representatives throughout all aspects of services provided under this Agreement. Contractor will conform to all services as outlined in this Agreement and exhibits, and will adhere to all of the best practices and performance measurements identified in this Document.
2. Contractor will provide full third-party workers' compensation claims administration services as outlined in this Agreement and contained in Contractor's initial Proposal for Workers' Compensation Claims Administration, dated 1/13/2013, which is incorporated herein by reference.
3. Contractor will provide computerized claims information via Renaissance by David Corp, available through an online interface, or via other electronic media as agreed upon by County and Contractor. County reserves the right to modify data specifications as deemed appropriate upon thirty (30) days written notice to Contractor and the County will incur no additional expense associated with such modifications.
4. Contractor will provide all information system support to facilitate the interface and connectivity of Contractors' system with the County and will ensure that designated County staff has appropriate access and training in the Renaissance system at no additional charge. Initial system interfaces will be established and operational 3/15/2013.
5. Contractor will utilize the County's payroll data provided through County Information Systems Department (ISD) and will routinely incorporate said data into database every two weeks, pursuant to the County's payroll processing periods. Contractor will ensure that the employee data and payroll interface will be operational upon the effective date of this Agreement, but in no case later than 3/15/2013.
6. Disability management support and consultation, in coordination with overall claims administration will be provided as part of claims administration services,

provided by Contractor as part of this Agreement and will not be a separate expense.

7. Contractor will, at its own expense, maintain claim file storage for the period of time required by law.
8. Contractor will cooperate fully with all audit requests of County as well as the CSAC Excess Insurance Authority or other associated agencies. Annual audits will be conducted based upon the performance standards outlined herein, as well upon the County of Sonoma's Best Practices guidelines. Annual audits will be based upon a 10% random sample of open indemnity cases and will be the basis for one of the performance guarantee programs.
9. During regular business hours Contractor will return all phone calls and e-mails to both the Employee and Risk Management within 2 hours of receipt or shall not exceed one business day.
10. Contractor will request authorization from Risk Management before referring a case to defense counsel. Referral will be made in a timely manner not to exceed one week and will include an outline of the issues, direction on requests for immediate activities and all case documents.
11. Assignment of all outside service providers, such as investigators, attorneys, and field nurse case managers require contact with and authorization from Risk Management.
12. Claims Supervisor will participate in weekly triage with Risk Management regarding new claims, followed by discussion of current issues and trends in the program.
13. File reviews will be held with the County of Sonoma quarterly to go over an agreed-upon list.
14. File reviews will be held with the County's defense attorneys and Contractor staff twice a year.

## **B. STAFFING**

1. Claims examiners assigned to the County's account will have a minimum of three years active claims adjusting experience as a claims examiner. A claims assistant may not be substituted for an experienced examiner.
2. Claims examiners will be assigned to the County's account exclusively. Examiners must have their Self-Insured Competency Certificate and must be supervised by an individual with a minimum of 5 years of claims experience and who has passed the State of California test for Administrator, Self-Insurance Plans, issued by the Self Insurance Plans Division of the Department of Workers' Compensation.

3. Contractor shall provide sufficient claims examiners to maintain a caseload of no more than 150 open indemnity claims per examiner with future medical cases designated at a 2:1 ratio.
4. The assigned Claims Supervisor shall run monthly reports to evaluate current caseloads and make adjustments in staffing if necessary

## **C. CLAIM ADMINISTRATION**

### **Claim Management**

1. Contractor will review on behalf of the County all reports of injury as defined by Labor Code 3208 and 3208.1.
2. Contractor will establish prompt phone contact with each injured employee, the employee's supervisor and the medical provider. This three-point contact should be completed within one (1) business day of receipt of an indemnity claim or any claim where the claim type is in question. If Contractor is unable to reach the employee by phone after three attempts Contractor shall contact the employee by written correspondence requesting that the employee call the Contractor.
3. All new claims will be evaluated by the supervisor and assigned to an examiner within one (1) business day of knowledge of a claim. If appropriate, a claim form will be sent to the employee by the Contractor.
4. Contractor will establish and maintain an orderly electronic claim file on each reported claim. This includes complete and thorough electronic file documentation within the Renaissance system.
5. Notes in the Renaissance system will reflect all steps made in the Initial Claim Intake process including, initial assignment to an Examiner, all attempts at the three-point contact, and the content of the investigation conversation.
6. Contractor will determine the benefits, if any, which should be paid or rendered under the California Workers' Compensation Laws upon receipt of each injury report.
7. Indemnity claims: Contractor will have an initial plan-of-action developed within the first 30 days of receipt of an indemnity claim. Contractor will maintain a diary that supports review of each file every 30 days, but in no event to exceed 45 days. Contractor will review and revise a plan-of-action no less than every 90 days. Contractor will have the claims supervisor review the plan of action every 90 days on lost time cases and every 180 days on non lost time cases. Contractor will maintain a current and appropriate plan-of-action to resolve outstanding issues and lead to closure of the claim.
8. Future Medical: Contractor to review and update the current plan-of-action and reserve review every 90 days or sooner.



9. Medical Only: Contractor to review all Medical Only cases every 30 days or sooner.
10. Contractor will maintain an estimate of the total cost of all reasonably foreseeable benefits and related expenses on each case.
11. Contractor must have access to the Claims Index System and index all new claims filed and re-index existing claims as needed.
12. Contractor will be responsible to identify subrogation opportunities and, in consultation with Risk Management, will be called upon to pursue subrogation. Contractor will notify the 3rd party within 30 days of initial claim set-up. Subrogation claims must be flagged in the claims system. If no progress has been made within 9 months on a subrogation case, the County must be contacted. All legal action and notices require specific authority from the County.
13. Contractor to review all delay claims every 14 days or sooner.
14. All claim denials will require prior consultation and consideration by Risk Management.

### **Return to Work**

1. Within one (1) business day of receipt of any medical report or information regarding work restrictions, either temporary, permanent, or full duty, contact will be made by telephone and e-mail to Risk Management. Contractor will also have notes in the Renaissance system within three (3) business days outlining any temporary/permanent work restrictions to include both to and from dates.
2. Contractor will aggressively pursue return-to-work (RTW) by securing the Essential Function Worksheet (EFW) from the County within 3 working days of receipt of the new claim, and provide the EFW to the treating or evaluating physician. Contractor will perform ongoing weekly follow-up with the physician until a response is obtained to the EFW, and provide this information to Risk Management by telephone and e-mail within one (1) business day.
3. Contractor must advise Risk Management, within one (1) business day of all employees who can not permanently return to their usual and customary position so that Risk Management can begin the Interactive Process (IAP).

### **Payments and Expenses**

1. Claims expenses are defined as all appropriate workers' compensation benefits pursuant to the California Labor Code, all Workers' Compensation Appeals Board or other court costs, interest upon awards and judgments, investigation and legal expenses, nurse case management, medical bill review, utilization review

and other expenses as deemed appropriate and authorized by County personnel. Any of the above services performed by salaried employees of Contractor shall not be considered claims expense.

2. Settlement authority for all claims will be determined and agreed upon among assigned personnel of County and Contractor and require written approval from County Risk Manager or designee to ensure appropriate settlement authorization has been established. All settlements requiring payments (exclusive of permanent disability advances) require written approval from the Disability Management Analyst, County Risk Manager and/or County Counsel depending upon authorization level. For all cases, a written analysis of the case, including settlement options and recommendations must be submitted to Risk Management at least 30 working days prior to any settlement offers or conferences. All settlements in excess of \$50,000 require Board of Supervisors' approval. Contractor must provide at least 45 days written notice to County for review of all proposed settlements. The Contractor will not have authority to settle the County's cases, including cases that involve third-party recovery.
3. Contractor will pay on behalf of the County, from County funds, those sums that should reasonably be paid under the California Workers' Compensation Laws for each reported claim.
4. Contractor will pay on behalf of the County, out of the County's fund, all allocated loss adjustment expenses.
5. Contractor will provide any and all necessary and required accounting and reconciliation information to County and will endeavor to ensure that all information is accurate. County will incur no additional expense for such accounting information.
6. County will establish a trust account which Contractor will utilize for the payment of all claims and benefit expenses incurred in the administration of workers' compensation claims of County.
7. Penalties paid by the Contractor through no fault of the County shall be reimbursed to the County, with reimbursement made on a monthly basis. Overpayment of benefits that occurs due to no-fault of County shall be reimbursed to the County as well. Any statutory penalties incurred by Contractor due to performance of Contractor and its employees, are to be paid through claims expense and reimbursed by Contractor within thirty (30) days by check to County. A monthly accounting of all penalty payments will be provided to County with a narrative explanation of the reason for the penalty payment. No penalty payments will be assessed until a full and thorough review has been completed with County. Any statutory penalty assessments incurred by County will be a claims expense and will only be paid upon approval by County.

Northern Claims Management, LLC will be responsible for all penalties assessed except those that are the responsibility of the County, including:

- i) Failure by the County to provide an employee claim form within twenty-four (24) hours upon request of the injured worker or his/her agent. Failure of employer to complete DWC-1 as required by the Labor Code, even when DWC-1 is submitted to the employer by an attorney.
- ii) Failure by the County to provide Northern Claims Management, LLC with an Employer's First Report within five (5) days of the date of knowledge.
- iii) Failure by the County to advise Northern Claims Management, LLC of subsequent periods of disability after a worker returns to work.
- iv) Failure by the County to advise Northern Claims Management, LLC of the conclusion of salary continuation.
- v) Penalties incurred by CMS or OBAE audit due to negligence of the County.

#### **D. REPORTING REQUIREMENTS**

All Reports noted on pages 9 and 10 of the Request for Proposals as issued on September 13, 2012 will be required by Northern Claims Management, LLC in the timelines specified therein, as well as all reports noted on pages 34 through 40 of the Contractor's Proposal dated November 1, 2012.

- 1. Reports generated by the Contractor will be furnished to the County in electronic form. They should be available in either hard-copy format (PDF files or an equivalent) or spreadsheet form (preferably Excel) for analysis purposes, depending on the criteria of the request.
- 2. Contractor will have a contractual duty and accountability to report appropriate claims to The Centers for Medicare and Medicaid Services (CMS) in accordance with the MMSEA Act of 2007.
- 3. Contractor will maintain loss data for claims reporting to State and OSHA as specified in the Request for Proposals.

#### **E. EXCESS COVERAGE**

All claims administration services performed by the Contractor shall comply with those provisions and timelines set forth in the California State Association of Counties–Excess Insurance Authority (CSAC-EIA) Standards for Workers' Claims Administration Services (<http://www.csac-eia.org/>), a copy of which will be provided to Contractor. In the case that

those provisions and/or timelines differ from the County's provisions and/or timelines for the administration of claims, the stricter provisions and/or timelines will prevail.

## **F. MEDICAL MANAGED CARE SERVICES AND UTILIZATION REVIEW**

Contractor will provide Bill Review Services through Comprehensive Cost Solutions, Inc (2CS) and Nurse Case Management (both Telephonic and Field) and Utilization Review as cost containment services for the County through Professional Dynamics, Inc (PDI) and Physicians and Surgeons Network (P&S). Contractor will provide monthly financial reporting of all medical bill review services, utilization reviews and nurse case management reports prior to payment for the services.

### **1. Bill Review (2CS)**

Contractor will provide bill review and preferred provider (PPO) network pricing services. Contractor will provide monthly financial reporting of all medical bill review and PPO savings prior to payment for said services.

### **2. Utilization Review (PDI/P&S)**

Contractor will provide internal Utilization Review Process to approve, modify, delay, or deny treatment plans based on whether the proposed treatment is medically necessary to cure and relieve the industrial injury.

Contractor will provide the County with monthly summary reports, detailing activities, results, costs and savings.

Contractor and the County will establish referral guidelines. These guidelines will outline which treatment and services an examiner and/or our nurse case manager will approve, delay or deny and which procedures are forwarded to Utilization Review.

### **3. Field Case Management (PDI/P&S)**

Field case management may be utilized in more severe or catastrophic cases where face to face contact is necessary. Field case managers may also be appropriate to help facilitate return to work. Field case management should be used as a task based service and should not be an ongoing cost to the file. Contractor will provide a written analysis to the County prior to referring the claim to a field nurse for authorization. County must have access to the field case manager's written report which should be in the electronic file within 10 days. Fees are included and agreed to in Exhibit A.

#### **4. Nurse Case Management (PDI/P&S)**

Contractor will provide nurse case management personnel to work with the claims administration team. Claims administration personnel and DM staff will be provided direct access to the nurse case manager. Contractor will execute all training and orientation necessary to facilitate and optimize the nurse case manager. Contractor will ensure all information systems are available to the nurse case manager. If the nurse case management position becomes vacant, the County will suspend payment for the position until it is filled.

Contractor will include, within one (1) business day from receipt of claim, involvement in the triage process with the nurse case manager. The nurse case manager will work together with the claims team to establish a plan of action which proactively works toward return to work.

After initial triage, the nurse case manager should include, but not limited to:

- Reviewing first report of injury
- Review and identify Red Flags (i.e. Problem injuries with regards to type of injury, treatment required, hospitalization, treating physician information)
- Begin three-point contact with medical provider
- Refer to Field Case Management with examiner's approval
- Assist the examiner with cost projections regarding reserves
- Contacting the employee regularly to make sure there treatment is appropriate for the diagnosis and to look for barriers in the return to work.
- Contacting the physician regularly to ensure appropriate treatment is followed and to review reports and diagnostic studies.
- Ongoing contact with the examiner with information such as; approximate length of time for total temporary disability, approximate recovery time from injury or surgery, objections to treatments, treatment recommendations, options such as peer-review, referral to field case management, review medical reports for medical necessity of procedure(s) and appropriate durable medical equipment.
- Contacting the County regarding Return to Work and Modified Duty Programs.
- Channel to preferred provider organization for durable medical equipment, pharmacy, PT, OT, or diagnostic services whenever possible and negotiate services and products when not available.



## 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:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Dan Fruchey 565-2703

**Supervisorial District(s):**

Countywide

**Title:** MOU with County of Alameda for Reciprocal Data Center Space

### **Recommended Actions:**

Make findings that the proposed Memorandum of Understanding between the County of Sonoma and the County of Alameda, which provides reciprocal use of data center floor space for purposes of disaster and business recovery, (1) is in the public interest, and (2) will not substantially conflict with or interfere with Sonoma County's use of the Sonoma County data center, and authorize the Chair to execute the Memorandum of Understanding.

### **Executive Summary:**

Alameda County and Sonoma County intend to use data center floor space in each other's facilities to store back-up computer equipment at their sites and keep it available for use after a natural disaster, terrorist act, or extended business interruption that might impact the Northern California region. This represents a key element of each County's Disaster Recovery strategy to restore critical computer systems needed by agencies to conduct government business and aligns with the Sonoma County Hazard Mitigation Plan.

Each County has space available within their data centers to accommodate back up equipment and each has offered to provide the needed space under the terms and conditions of the Memorandum of Understanding (MOU). This provides each County with the additional benefit of mileage separation from each other, mitigating the risk associated with a local disaster, but each County is still in close enough proximity to enable a prompt response.

Each County will receive approximately seventy two square feet of space in each other's data centers, located in Santa Rosa and Oakland respectively. Seventy two square feet represents approximately one full row (nine racks) of equipment. The use of the premises will be limited to installation, operation, and maintenance of data and network equipment. Both data centers are secure facilities and access to each is possible with a security badge only. Each county will have access to, and non-exclusive use of common areas such as walkways, lunchrooms, break rooms, loading facilities, and lobby.

In the event that Alameda or Sonoma County need to use the reciprocal space, each agency agrees to provide designated office space of no less than 120 square feet configured to allow installation of at least four networked

computer workstations, phones, and other services typical of occupied space in the building.

Currently, the County of Sonoma rents space from Sonic.net, Inc. in Santa Rosa in order to store testing equipment, which is in the same fault zone of the County’s data center. If the County continues to locate the data center back up at Sonic, staff anticipates a need to significantly expand rack presence, adding to costs. Co-locating the data center within Alameda County’s space would save these additional costs as well as move the equipment to a different fault zone.

Pursuant to Government Code section 25526.6, the Board of Supervisors may enter into an agreement such as this one that allows another state or local agency to use Sonoma County property upon findings (1) that the agreement is in the public interest and (2) that the agreement will not substantially conflict or interfere with Sonoma County’s use of the property.

If this board item is not approved, co-location of the County’s data center will have to be purchased from a commercial vendor as opposed to this reciprocal agreement with another government entity.

**Prior Board Actions:**

None

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

**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):**

The cost of this reciprocal use agreement between Alameda and Sonoma Counties is zero.

**Staffing Impacts**

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

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





## 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:** Board of Supervisors of Sonoma County

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susanne Lake (707) 565-2255

**Supervisorial District(s):**

All Supervisorial Districts

**Title:** Telecommunications Systems Consultation Services Contract with COMgroup, Inc.

### **Recommended Actions:**

Authorize the Information Systems Director to execute a Professional Services Agreement with COMgroup, Inc. for technical specifications and project implementation of an enterprise telecommunications system, for a total not to exceed \$163,485 for the term February 27, 2013 to February 26, 2014.

### **Executive Summary:**

Currently, Information Systems Department (ISD) provides telecommunication services to approximately 5,000 users at more than 60 locations on a voice network that is maintained by an outside vendor. A wide variety of terminal equipment is located in buildings throughout the county campus and connected by conduits, fiber optics, and copper cables.

In July 2012, ISD reported to the Board of Supervisors that the County's telecommunication system is nearing its end of life and that a decision needed to be made regarding its replacement. A request for proposal (RFP) was conducted and ISD selected COMgroup, Inc to perform an analysis on the current system and provide a recommendation for replacement. COMgroup provided a needs analysis summary report, network assessment report, industry trends and issues report, gap analysis, and financial analysis along with a full strategic and tactical plan of action.

This next phase of the telecommunications system project will result in a validated technical design and detailed specifications for a new telecommunications system, the selection of and contractual negotiations with a third party manufacturer/vendor to provide the new solution in accordance with County policies. The procurement process will cover all software and hardware for a replacement telephone system for all County sites and users. This will include the phased-in removal of all old telephones, PBX systems, and the voice mail. The new system will include the core servers, gateways, telecommunications software, new telephones, and related peripherals. The final unified

communications system solution will provide advanced features such as call center, interactive voice response, unified messaging, and mobility.

ISD is asking for the authority to execute an agreement with COMGroup, Inc. for technical specifications which will be incorporated into the County’s Request for Proposal template for a new telecommunications system. COMgroup will also provide assistance with project management and implementation of the core technology and the critical first site(s). The contract price is \$148,485, and the proposed contract authorizes the ISD Director to make minor modifications in the agreement not to exceed \$15,000.

ISD intends to return to the Board in June 2013 seeking additional authority to execute an agreement with said third party vendor, to procure the initial hardware and software for the new telecommunications system, and make a recommendation for the financial package to fund the technology. We anticipate the full deployment of a new telecommunications system to be completed within two years of project commencement.

**Selection Process**

On July 31, 2012, the County entered into an agreement with COMgroup, Inc. for research and analysis of the current telephone system. To ensure a transparent and equitable process, and at the recommendation of the County Purchasing Agent, an RFP for consultation services was released on January 11, 2013, to the four vendors that responded to the initial RFP. Three proposals were received on January 25, 2013. After the proposals were evaluated and oral presentations conducted and scored, COMgroup, Inc. was rated the highest and was issued a notification of intent to award.

**Prior Board Actions:**

7/31/12: Board approved an agreement with COMgroup, Inc. for research and analysis of the current telephone system.

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

Investment in a unified communications system will provide a more resilient and flexible infrastructure, additional features for voice and data, and improved redundancy.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 163,485	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 163,485
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 163,485</b>	<b>Total Sources</b>	<b>\$ 163,485</b>

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

Contributions to the Accumulated Capital Outlay fund were made through rates charged to County departments for telephone services.

**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:**

Agreement with COMgroup, Inc.



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 31**

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Traci Tesconi Extension # 1903

**Supervisory District(s):**

Fourth

**Title:** Lot Line Adjustment between two parcels under Williamson Act contract, File LLA11-0046

### **Recommended Actions:**

Consider and Approve Resolution and Conditions of Approval for a Lot Line Adjustment between two parcels owned by A. Rafanelli Winery and Vineyards LP and Douglas Rafanelli for property located at 4865 W. Dry Creek Road, Geyserville, and Supervisorial District 4.

### **Executive Summary:**

#### Proposal:

This is a request for a Lot Line Adjustment between two parcels 35.45 acres (Lot A) and 41.9 acres (Lot B) resulting in two parcels 37.2 acres (Lot A) and 40.1 acres (Lot B) in size. Lot A is currently zoned LIA (Land Intensive Agriculture) 20 acre density, Z (Second Unit Exclusion), and overlay zoning designation include: SR (Scenic Resource) and VOH (Valley Oak Habitat). Lot B is currently zoned RRD (Resource and Rural Development) 40 acre density, and an overlay zoning designation of SR (Scenic Resource).

Both parcels are currently under separate Williamson Act contracts. Lot A (APN 090-120-028) was created as Lot 2 of Parcel Map 2998, recorded in Book 175, Page 34 on July 6, 1972. Lot A is under a prime (Type I) contract recorded in 1972 (1-291-72; 2607/580), along with an adjacent parcel that was Lot 1 of Parcel Map 2998. Lot A contains 33 acres of vineyard and 1.75 acres of olives. Lot B (APN 090-130-018) is under a non prime (Type II) contract recorded in 1972 (2-479-72; 2607/575).

Lot A contains an existing winery facility, a detached office, two residences, and an agricultural building. Lot B is undeveloped and contains a large grove of mixed woodlands and 3.5 acres of vineyard. Lot B does not contain any structures. The purpose of the Lot Line Adjustment is to satisfy a Court Settlement Agreement filed on December 12, 2011, where 1.80 acres of Lot B (Doug Rafanelli) is to be transferred to Lot A (A. Rafanelli

Winery).

Williamson Act:

To facilitate a Lot Line Adjustment, Gov. Code § 51257 permits the contracting parties to mutually agree to rescind the existing contract or contracts and to simultaneously enter into new contracts or contracts if the following findings can be made:

a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

Staff Comment: This finding can be made because the property owner has agreed to the requirement of the Conditions of Approval for the Lot Line Adjustment to rescind and replace the two existing contracts on Lot A and Lot B with two new separate contracts. Both contracts will restrict the adjusted boundaries of each parcel for not less than 10 years, renewing automatically every January 1st.

b. There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a Lot Line Adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

Staff Comment: This finding can be made because the Lot Line Adjustment will not result in any decrease in the aggregate acreage of land under contract. Both parcels involved in the Lot Line Adjustment are currently under contract and will remain under contract after the Lot Line Adjustment has been recorded.

c. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

Staff Comment: This finding can be made because the Lot Line Adjustment only transfers 1.80 acres from Lot B to Lot A. Therefore, over 90% of the former contract of Lot B will remain under the new contract. For Lot A, the entire parcel (100%) will remain under the new contract, plus the additional 1.80 acres. Overall, the all the land currently under contract will remain under contract.

d. After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

Staff Comment: This finding can be made because the Lot Line Adjustment is between two parcels that will continue meeting their respective contract-type minimum parcel size requirement. Lot A will be 37.2 acres under a prime (Type I) contract that requires a minimum parcel size of 10 acres. Lot B will be 40.1 acres under a

non-prime (Type II) contract which requires a minimum parcel size of 40 acres.

e. The Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

Staff Comment:

This finding can be made because the Lot Line Adjustment does not result in a decrease in the amount of land under Williamson Act contract because Conditions of Approval require that the existing contracts on Lot A and Lot B are rescinded and replaced with new contracts. According to the Land Conservation Plans completed by the property owners, the resultant parcels will continue with the following agricultural and open space uses:

Lot A: The resultant parcel size is 37.20 acres with 32 acres of existing vineyard (several varieties) and 1.75 acres of olives. Gross income per acre from the vineyard ranges from \$4,000.00 – \$6,000.00 per acre. No income was reported for olives.

Lot B: The resultant parcel size is 40.1 acres with 3.50 acres of existing vineyard (another 5 acres of vineyard are planned to be planted in the future on the site). Approximately 35 acres of the site is in woodlands with a variety of trees such as: Oak, Madrone, Manzanita, and Pine. This parcel is proposed to be placed under a non-prime, open space contract where no income is required.

Under the newly adopted Agricultural Preserve Rules, the minimum gross income requirements are as follows:

Vineyard: Not less than \$1,000.00 per Planted Acre

Orchard: Not less than \$300.00 per Planted Acre

Open Space: No income requirement

Both parcels will conform to their respective contract type under the local Agricultural Preserve Rules and Regulations for minimum gross income requirements.

f. The Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use.

Staff Comment: As a result of the Lot Line Adjustment, both parcels will be restricted by Williamson Act contract. Adjacent land is not expected to be affected by the Lot Line Adjustment in any way.

g. The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

Staff Comment: The Lot Line Adjustment does not result in a greater number of developable parcels. Under the General Plan land use designations of LIA 20 and RRD 40 acres per dwelling unit, neither parcel is eligible for

a subdivision before or after the Lot Line Adjustment.

Staff recommendation:

Staff recommends the Board find that all Government Code § 51257 findings are satisfied in connection with the proposed Lot Line Adjustment, and approve the proposed Lot Line Adjustment subject to the attached Conditions of Approval. Lot A will continue to be devoted to a qualifying agricultural use, and Lot B will be devoted to a qualifying open space use with a small vineyard. In addition, Lot A has compatible uses that occupying 5 acres or less of the overall parcel size, and Lot B is currently undeveloped with any structures.

Conditions of Approval require that prior to recording the Grant Deed for the Lot Line Adjustment, the applicants shall submit the appropriate applications and filing fees to rescind and replace the two existing contracts with a new prime (Type I) Williamson Act contract and a new non-prime (Type II) Williamson Act contract for Lot A and Lot B, respectively. Once the Lot Line Adjustment grant deed is recorded, then the County can proceed with preparation of the new contracts, and include the new legal descriptions for the two parcels. The Lot Line Adjustment creates split zoning on resultant Lot A to include LIA 20 and RRD 40 zoning designations. The Lot Line Adjustment can be approved if Conditions of Approval require the applicant to submit a General Plan Amendment and Zone Change application to eliminate the split zoning on the 1.80 acres adjusted from Lot B to Lot A as a result of the Lot Line Adjustment.

**Prior Board Actions:** None

**Strategic Plan Alignment:** Economic & Environmental Stewardship

The Board of Supervisors has endorsed the continuation of the County’s agricultural preserve program to preserve a maximum amount of the limited supply of agricultural, open space, scenic, and critical habitat lands within the county, to discourage premature and unnecessary conversion of such lands to urban land uses, to promote vitality in the agricultural economy, and to ensure an adequate, varied, and healthy supply of food and fiber for current and future generations. The rescission and replacement of Williamson Act contracts for the two subject parcels will help facilitate further agricultural investment and support agricultural viability and help preserve open space land in Sonoma County.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$
<b>(Not Applicable)</b>	\$	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):**

Both parcels are currently under Williamson Act contracts and will continue to remain under two new separate replacement contracts. There is not net loss or net gain of land under contract. There should be no new fiscal impacts as a result of this action.

**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:**

Draft Resolution  
Exhibit A – Draft Conditions of Approval

**Related Items “On File” with the Clerk of the Board: None**



**Resolution No.**

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

**File LLA11-0046  
Traci Tesconi  
Date: 2/26/2013**

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By A. Rafanelli Winery And Vineyards LP And Douglas Rafanelli For A Lot Line Adjustment Between Two Parcels Of 35.45 Acres And 41.90 Acres In Size Resulting In Two Parcels Of 37.20 Acres And 40.10 Acres In Size, For Property Located At 4685 W. Dry Creek Road, Healdsburg; APN 090-120-028 And APN 090-130-018. Both Parcels Are Subject To Williamson Act Contracts.**

**Whereas**, the property owners A. Rafanelli Winery and Vineyards LP and Douglas Rafanelli, filed an application with the Sonoma County Permit and Resource Management Department for a minor Lot Line Adjustment between two parcels of 35.45 acres and 41.90 acres in size, resulting in two parcels of 37.20 acres and 40.10 acres in size with the two parcels under separate Williamson Act Contracts for property located at 3685 W. Dry Creek Road, Healdsburg, APN 090-120-028 and 090-130-018, Supervisorial District No. 4.

**Whereas**, the purpose of the Lot Line Adjustment is to satisfy a Court Settlement Agreement filed on December 12, 2011, which requires that 1.80 acres be transferred from Lot B (41.90 acres) to Lot A (35.45 acres). Lot A is under a prime (Type I) Williamson Act contract and Lot B is under a non-prime, open space (Type II) Williamson Act contract.

**Whereas**, Government Code Section 51257 requires that the Board of Supervisors make certain findings before an existing Williamson Act Contract may be rescinded and replaced to facilitate a Lot Line Adjustment.

**Now, Therefore**, Be It Resolved, that the Board of Supervisors makes the following findings consistent with Government Code Section 51257:

1. The replacement contract would enforce and restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract but for not less than 10 years.
2. There is no net decrease in the amount of the acreage restricted by a contract.
3. The Lot Line Adjustment results in 100 percent (100%) of the land under the original contracts to remain restricted under the new Prime (Type I) and new Non-Prime (Type II) replacement contracts required as a Condition of Approval for the Lot Line Adjustment.

4. After the Lot Line Adjustment, the resultant parcels (Lot A and Lot B) will remain large enough to sustain their agricultural use and open space use. Resultant Lot A will exceed the 10 acre minimum acreage requirement for a prime contract. Resultant Lot B will meet the 40 acre minimum acreage requirement for a non-prime contract. Resultant Lot A will exceed the minimum gross income requirement of \$1,000 per acre gross income for vineyard land for vineyard land. Resultant Lot B will be placed under a non-prime, open space Williamson Act Contract because more than 50% of the parcel is in woodlands with 3.5 acres of existing vineyard and another 5 acres of vineyard planned for the future.

5. The Lot Line Adjustment does not compromise the long-term agricultural productivity of the parcels (Lot A and Lot B) subject to contract. Lot A will remain large enough to continue with the commercial vineyard operations. Lot B will remain large enough to maintain the combination of open space and vineyard uses.

6. The Lot Line Adjustment does not and is not likely to result in the removal of adjacent land from agricultural use because the zoning will continue to be LIA (Land Intensive Agriculture) 20 acres per dwelling unit (Lot A) and RRD (Resource and Rural Development) 40 acres per dwelling unit (Lot B), whereas, neither parcel has subdivision potential before or after the Lot Line Adjustment.

7. The Lot Line Adjustment did not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

8. The Lot Line Adjustment creates split zoning on resultant Lot A of LIA 20 and RRD 40 zoning designations. In order to approve a Lot Line Adjustment that creates split zoning, Conditions of Approval require the applicant to submit a General Plan Amendment application and a Zone Change application to eliminate the split zoning on the 1.80 acres adjusted from Lot B to Lot A as a result of the Lot Line Adjustment.

**Be It Further Resolved** that the Board of Supervisors hereby finds that substantial evidence in the record before it supports the above findings, and further finds that the Lot Line Adjustment meets the requirements of the above findings.

**Be It Further Resolved** that the Board of Supervisors finds that the project described in this Resolution is exempt from the requirements of the California Environmental Quality Act by virtue of Section 15305 Class 5 of Title 14 of the California Code of Regulations (CEQA Guidelines) in that the project is a minor Lot Line Adjustment.

**Be It Further Resolved** that the Board of Supervisors hereby grants the requested Lot Line Adjustment subject to the Conditions of Approval in Exhibit "A", attached hereto which includes rescinding and replacing the existing prime (Type I) Williamson Act Contract on Lot A, and a new non-prime, open space (Type II) Williamson Act Contract on Lot B. The RRD zoning designation on Lot B is consistent with the County's Agricultural Preserve Rules for land under Williamson Act contracts. The Lot Line Adjustment does not result in any increase in overall subdivision potential.

Resolution #  
Date: 2/26/2013  
Page 3

**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.**

# SONOMA COUNTY BOARD OF SUPERVISORS

## Conditions of Approval

**Time:** 8:30 a.m. **Date:** February 26, 2013  
**Staff:** Traci Tesconi **File No.:** LLA11-0046  
**Owner 1:** A. Rafanelli Winery and Vineyards LP **APN:** 090-120-028 and 090-130-018  
**Owner 2:** Douglas Rafanelli  
**Address:** 4865 W. Dry Creek Road, Healdsburg

**Project Description:** Request for a minor Lot Line Adjustment between two parcels of 35.45 acres and 41.9 acres in size resulting in two parcels of 37.2 acres and 40.1 acres in size with both parcels being subject to Williamson Act contracts.

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NOTE: Amendments and changes to approved Lot Line Adjustment conditions may be considered by the Board of Supervisors at a later date if additional information justifies the changes and does not increase the intensity of use approved by the original approval. The Director of the Permit and Resource Management Department will determine if a public hearing is necessary and if additional fees are required.

NOTE: These conditions must be met and the application validated within 24 months (September 11, 2014) unless a request for an extension of time is received before the expiration date.

## HEALTH

### SEPTIC:

1. On the proposed Lot B, evidence of soils suitable for subsurface sewage disposal system for at least a one- bedroom system shall be provided to the Well and Septic Section. This will include, but not be limited to, soil profiles and percolation tests done in accordance with current standards of the Well and Septic Section of PRMD. The work must be certified by a State Registered Civil Engineer, Environmental Health Specialist or Geologist and refer to this Lot Line Adjustment number. This demonstration may be modified or waived by the District Specialist if the consultant can clearly demonstrate that adequate primary and reserve area is available.
2. Provide by means of a (topographic) Plot Plan drawn to a 1"=20' scale, that the existing Lot B contains sufficient area to accommodate a one-bedroom private sewage disposal system and a 200% unencumbered future reserve area. The plan shall include the location of any existing and potential domestic well site(s). Location of neighboring wells and septic systems within 150 feet of the proposed lots shall be shown, as well as existing and proposed driveways, grading cuts, and drainage ways. The plan is to be prepared by a registered Civil Engineer or Environmental Health Specialist. This demonstration may be modified or waived by the District Specialist if the consultant can clearly demonstrate that adequate primary and reserve area is available.
3. If the water well on Lot B drilled under permit number WEL98-0264 is being adjusted to Lot A, then a replacement water well or an easement and water covenant is required.

## PLANNING:

"The conditions below have been satisfied" BY \_\_\_\_\_ DATE \_\_\_\_\_

4. Submit verification to Planning that taxes and/or assessments, which are a lien and termed as payable, are paid to the Treasurer-Tax Collector's Department on all parcels affected by the adjustment. The Treasurer-Tax Collector knows the amount of the tax due.

5. A draft description, prepared by a licensed land surveyor or civil engineer authorized to practice land surveying, showing the combination of lots or transfer of property shall be submitted to the County Surveyor for approval. The following note shall be placed on the deed or deeds. "The purpose of this deed is for a Lot Line Adjustment for the combination of a portion (1.80 acres) of the Lands of Douglas Rafanelli as described by deed recorded under Document No. 1993-0129160, Sonoma County Records, (APN 090-130-018)with the Lands of A. Rafanelli Winery and Vineyards as described by deed recorded under Document No. 2004-192587, Sonoma County Records, (APN 090-120-028) pursuant to LLA11-0046 on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signators hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.
6. After approval by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Planning Division for approval prior to recording. An approval stamp will be placed on the face of the grant deed or deeds.
7. A site plan map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan: "THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."
8. After approval by Planning, the grant deed shall be recorded and a copy of the deed shall be submitted to the Permit and Resource Management Department.
9. The property owner(s) shall execute a Right-to-Farm Declaration on a form provided by PRMD to be submitted before the Lot Line Adjustment is cleared by PRMD for recordation. The Right-to-Farm Declaration shall be recorded concurrently with the PRMD approved lot line adjustment grant deed(s) to reflect the newly configured parcels.
10. Prior to PRMD stamping the grant deed(s) for the Lot Line Adjustment, the property owners shall submit two separate applications and applicable filing fees for Lot A and Lot B to rescind and replace the two existing Williamson Act contract with two, new Williamson Act contracts with Lot A under a prime-Type I contract, and Lot B under a non-prime, open space Type II contract, or similar contract. The request must also include modifying the two Agricultural Preserve Areas (2-479 and 1-291) by removing 1.80 acres from 2-479 and adding 1.80 acres to 1- 291. This is required in order for the contracts to reflect the new legal descriptions for Lot A and Lot B as a result of the Lot Line Adjustment.
11. Prior to PRMD stamping the grant deed(s) for the Lot Line Adjustment, the property owner of resultant Lot A shall submit a General Plan Amendment and Zone Change application with the applicable filing fees (i.e. Condition of Approval fees) in order to eliminate the split zoning designation on the parcel as a result of the Lot Line Adjustment. The 1.80 acre area transferred from Lot B to Lot A must be re-designated from RRD 40 to LIA 20 and rezoned from RRD B6 40 acre density, SR to LIA B6 20 acre density, Z, SR, VOH in order to eliminate the split zoning on resultant Lot A as a result of the Lot Line Adjustment.
12. A site plan map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan: "THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."



## 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 Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Mark Cleveland 565-3349

**Supervisorial District(s):**

District 1

**Title:** Hudeman Slough Boat Launch Improvements – Contract Award

### **Recommended Actions:**

Authorize the Chair to execute the contract for preliminary engineering and design services for the Hudeman Slough Boat Launch Facility to Noble Consultants, Inc. in the amount of \$47,286. The term of the contract is from March 11, 2013 to October 30, 2013.

### **Executive Summary:**

The Director of Regional Parks recommends that the Board award the contract for preliminary engineering and design services related to the Hudeman Slough Boat Launch Facility project to Noble Consultants, Inc. and authorize the Chair to execute the contract in the amount of \$47,286. The Hudeman Slough Boat launch facility has been operated and maintained by Regional Parks under an agreement with the California Department of Fish & Game since 1962. The original boat launch improvements were funded and constructed by the State prior to executing the agreement with the County for the long term management. Over the last 50 years some minor improvements to the facilities have been constructed with grant funds from the Wildlife Conservation Board to keep the facility open and safe for public use. The facility is now in need of major renovations to replace the aging piles, boarding floats, gangway, and boat ramp, and to improve safety and provide accessible facilities to persons with disabilities.

Hudeman Slough is one of two public boat launches in Sonoma County that provides boating access to San Pablo Bay and the inland waterways and serves 10,000 visitors annually. The facility is used for sport fishing, hunting, nature study, and wildlife oriented education.

Hudeman Slough is part of the identified network of boating access sites in the Bay Area Water Trail Plan (BAWTP) for single and multi-use day trips around the bay. Inclusion of this facility into the BAWTP will increase future visitor use and funding opportunities. In addition, the Sonoma County Self Evaluation and Transition Plan (SETP) has identified Hudeman Slough as a high priority project for removal of barriers to accessibility based on its geographic location and lack of similar public facilities available in southern Sonoma County. This proposed project provides matching funds for barrier removal.

Funding:

On August 21, 2012 the Board approved a resolution authorizing Regional Parks to apply for grant funds from the Wildlife Conservation Board (WCB) for preliminary design. A grant contract for \$50,000 from the WCB was executed by the Director of Regional Parks. This grant was matched by \$40,000 from the Capital Project Fund established by the Board of Supervisors from Tobacco Endowment Funds for performing disabled access remediation work. This funding will be used to perform topographic, geotechnical, and environmental services, as well as pay staff time to manage the project. Regional Parks has also committed \$20,000 in major maintenance funds and \$2,830 in park mitigation fees for project implementation and construction.

In addition, Regional Parks has applied for a \$75,000 Community Development Block Grant (CDBG) for FY 2013/14 to assist with construction of project improvements for disabled access. The CDBG funding will be used as a match to a future Wildlife Conservation Board grant application to fund project management, regulatory permits, bidding and construction. These outside funding sources will minimize the use of additional SETP funding for barrier removal at this facility.

R.F.P. Process, Cost, Next Steps and Future Board Actions

On October 29, 2012 Regional Parks released and posted on the Purchasing Department’s web site a Request for Proposals for preliminary engineering and design services for the project. A pre-bid conference was held on November 8, 2012 at 10:00 AM to introduce potential consultants to the project and discuss the process for submitting questions and other clarifications on the scope and content of the proposals. Regional Parks received five (5) responsive proposals for services which were ranked on nine (9) separate factors, including local preference. The proposal selected for contract negotiation ranked the highest overall in rating based on recent similar projects completed by the consultant using the Department of Boating and Waterways guidelines, experience of the key personnel assigned to the project, and providing a complete scope of services as requested at a very reasonable fee. This proposal was submitted by Noble Consultants, Inc. with a negotiated contract amount of \$47,286.

The next step after the contract has been executed will be to start the public outreach process. After stakeholders have been engaged and their comments addressed, we will begin preliminary design, environmental analysis, and regulatory permit consultations for the project. Once these tasks are complete, we will be returning to the Board for adoption of the environmental document, if required, and approval of the project. At that time we will also be asking the Board to authorize the application to the Wildlife Conservation Board for additional grant funds for project management, permitting, bidding and construction.

**Prior Board Actions:**

8-21-12 Resolution authorizing the application for grant funds from the Wildlife Conservation Board.

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

The project is an investment in community infrastructure that protects and helps maintain parks and

public lands, and promotes recreational opportunities. By awarding this contract the Board is supporting the design and future construction of improvements to parks. This project also fulfills the goals and legal requirements contained in the Sonoma County Self Evaluation and Transition Plan to remove accessibility barriers to the programs, services and facilities provided by Regional Parks.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 112,830		\$
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 50,000
	\$	Fees/Other	\$ 62,830
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 112,830</b>	<b>Total Sources</b>	<b>\$ 112,830</b>

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

The adopted budget amount for the current fiscal year includes \$112,830 in expenditures. As identified in the summary, revenues consist of a Wildlife Conservation Board grant fund of \$50,000, \$40,000 from the for barrier removal projects, \$20,000 from the Regional Parks Major Maintenance budget, and \$2,830 from the Park Mitigation Fee trust fund account.

This will be a beneficial project to Regional Parks because it addresses the long term issue of deferred maintenance for this public facility and provides alternate sources of funding to implement the necessary improvements and improve disabled access.

**Staffing Impacts**

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

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

**Attachments:**

None

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

Five (5) copies of the Contract with Noble Consultants, Inc.





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 33**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 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 District

**Title:** Caltrans Cooperative Agreement Highway 12 and Madrone Road (#6605)

### **Recommended Actions:**

Approve the modified Caltrans cooperative agreement for the County’s portion of the signalization and associated intersection improvements at Highway 12 and Madrone Road. (First Supervisorial District)

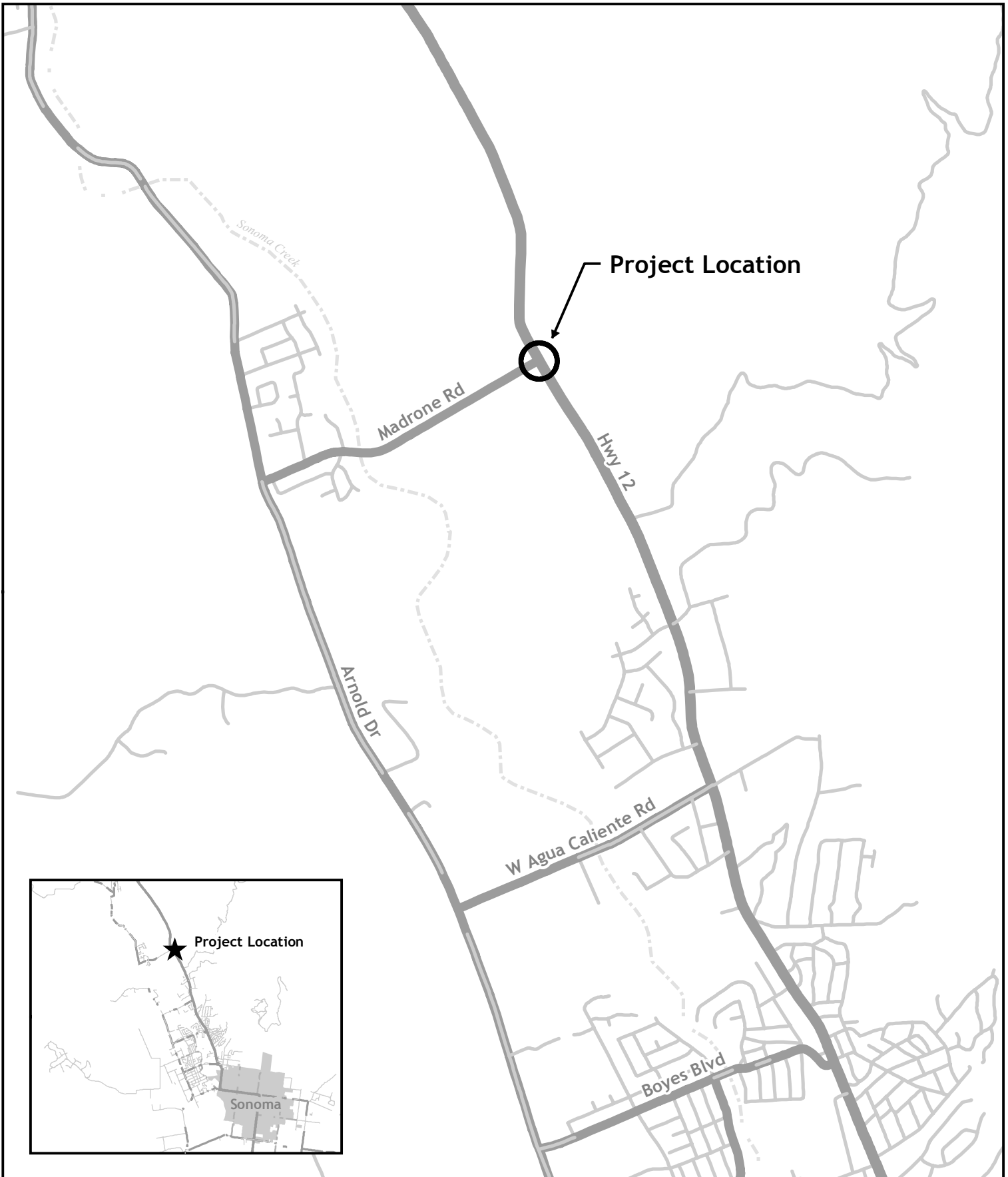
### **Executive Summary:**

It is recommended that the Board approve this modification to the Caltrans agreement for the improvements and signalization of the Highway 12/Madrone intersection. The Board approved the initial Caltrans resolution on April 10, 2012 based on the projected costs for the intersection improvements and signalization at Highway 12 and Madrone Road. Caltrans received competitive bids in late fall of 2012. The results generated several protests from contractors. Staff has been advised by Caltrans that the issues have been resolved and the construction is ready to move forward. However, the construction costs have changed which necessitates a revision to the Caltrans/County agreement. The County’s share will increase from \$305,200 to \$337,200 or approximately 9.2% of the total project cost. The original estimate for the County’s contribution to the project was \$500,000, but a number of efficiencies in the design resulted in the lower cost. Appropriations are available in the FY 12-13 Road Improvements budgets and funding will come from Sonoma Valley Traffic Mitigation Funds. According to Caltrans staff, the utility adjustments are the first order of work and will begin this winter. The roadway construction will begin soon after the utility adjustments are completed.

As a reminder of the background, Caltrans initiated a traffic investigation of the intersection of Highway 12 and Madrone Road in 2005. Their preliminary analysis revealed that the criteria was met that showed a traffic signal at this location would reduce the number and types of crashes. Subsequently, Caltrans conducted a detailed evaluation of signal warrants as specified in the California Manual on Uniform Traffic Control Devices (MUTCD). The analysis showed that warrants were met. They contacted County staff to review the findings to request funding participation. The project design has been completed and all the permits have been issued so it is finally ready for construction.

<b>Prior Board Actions:</b>			
Board approval of the initial Caltrans resolution on April 10, 2012.			
<b>Strategic Plan Alignment</b>		Goal 1: Safe, Healthy, and Caring Community	
The signalization and geometric changes at the intersection of Highway 12 and Madrone Road will provide improved safety for vehicular traffic entering or exiting Madrone Road from the Highway 12 corridor. The study conducted by Caltrans showed that the warrants have been met for the installation of the traffic signal.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 337,200		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 337,200
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 337,200</b>	<b>Total Sources</b>	<b>\$ 337,200</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
No additional appropriations are needed to cover the increased cost because at time of budget preparation the contribution was estimated at the original \$500,000.			
<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>			
Location Map; Amendment			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Cooperative Agreement			

# Location Map



**AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT**

This Amendment No. 1 to Agreement (AMENDMENT), entered into, and effective on, \_\_\_\_\_ 2013, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

County of Sonoma, a political subdivision of the State of California, referred to as COUNTY.

**RECITALS**

1. CALTRANS and COUNTY, collectively referred to as PARTNERS, entered into Agreement No. 04-2444 (AGREEMENT) on April 24, 2012, defining the terms and conditions for cooperating on the Plans, Specifications and Estimates (PS&E), Right of Way (R/W) and Construction phases of a highway improvement project (PROJECT) in Sonoma County. PROJECT consists of installation of (a) a signal and widening the roadway at the intersection of State Route 12 and Madrone Road in the Town of Eldridge and (b) highway planting on Summerfield Road in the City of Santa Rosa.
2. Under AGREEMENT, CALTRANS is the sole Sponsor, the Implementing Agency and CEQA and NEPA lead agency for PROJECT. CALTRANS and COUNTY are Funding Partners for PROJECT, and their funding obligations are contained in the Funding Summary of AGREEMENT. The estimated date for Obligation Completion Date is December 13, 2013.
3. Disqualification by CALTRANS of the two lowest bidders for construction of PROJECT has necessitated consideration of the third lowest bidder, whose bid has come in higher than estimated. Hence COUNTY has agreed to increase its share for construction capital from \$218,000 to \$250,000. This will provide sufficient cushion for any increased bid amounts, should consideration of other bidders become necessary.
4. PARTNERS now seek to enter into AMENDMENT to increase the COUNTY's share of construction capital funds for PROJECT to \$250,000.

**IT IS THEREFORE MUTUALLY AGREED:**

5. The attached FUNDING SUMMARY A-1 will replace the FUNDING SUMMARY of AGREEMENT in its entirety.
6. All other terms and conditions of AGREEMENT shall remain in full force and effect.
7. AMENDMENT is deemed to be included in, and made a part of, AGREEMENT.

**CONTACT INFORMATION**

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

The primary agreement contact person for CALTRANS is:  
Eric Schen, Project Manager – North Bay  
111 Grand Avenue  
Oakland, California 94612  
Office Phone: (510) 286-4785  
Email: eric\_schen@dot.ca.gov

The primary agreement contact person for COUNTY is:  
Tom O’Kane, Deputy Director  
2300 County Center Drive, Suite B 100  
Santa Rosa, California 95403  
Office Phone: (707) 565-3585  
Email: Tom.OKane@Sonoma-County.org

**SIGNATURES**

PARTNERS declare that:

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

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

COUNTY OF SONOMA

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

APPROVED

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

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_  
Kevin Strough  
District Budget Manager

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

APPROVED AS TO FORM AND  
PROCEDURE:

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

**FUNDING SUMMARY A-1**

Funding Source	Funding Partner	Funding Type	PA&ED	PS&E	R/W Capital	R/W Support	CON Capital	CON Support
STATE	CALTRANS	SHOPP	\$303,000	\$1,206,400	\$260,000	\$250,000	\$902,000	\$406,400
LOCAL	COUNTY	Local	\$0	\$43,600	\$0	\$0	\$250,000	\$43,600
		Subtotals by Component	\$303,000	\$1,250,000	\$260,000	\$250,000	\$1,152,000	\$450,000

Funding Source	Funding Partner	Funding Type	Subtotal Support	Subtotal Capital	Subtotal Funds Type
STATE	CALTRANS	SHOPP	\$2,165,800	\$1,162,000	\$3,327,800
LOCAL	COUNTY	Local	\$87,200	\$250,000	\$337,200
		Subtotals by Component	\$2,253,000	\$1,412,000	\$ 3,665,000



## 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 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Thomas F. O’Kane, (707) 565-3585

**Supervisorial District(s):**

Fourth and Fifth

**Title:** Second Amendment to the Agreement for Water Systems Operation and Maintenance for the CSA #41 Zones of Benefit.

### **Recommended Actions:**

Authorize the Chair to execute the Second Amendment to the Agreement for Water Systems Operation and Maintenance for CSA #41 Zones of Benefit - Fitch Mountain, Freestone, Jenner, and Salmon Creek Water Districts adding customer service tasks at a cost of \$30,000 per fiscal year, and increasing the total contract upper limit to \$400,000 per year, with contract terms expiring June 30, 2015. (Fourth and Fifth Supervisorial Districts)

### **Executive Summary:**

As part of the departments continuing efforts to find administrative and operational efficiencies and improve customer service, staff is requesting the approval of the second Amendment to the Agreement for Water Systems Operation and Maintenance (Agreement) with Russian River Utility (RRU). This amendment will add customer service responsibilities currently being performed by County staff to RRU’s scope of services, including:

1. Communicating directly with customers and accepting 24-hour calls.
2. Preparing all work orders relating to customer complaints and repairs.
3. Preparing monthly billing for the four CSA #41 Water Districts and managing the accounts as needed according to the governing ordinances.
4. Replacing all billing stationery stock, except for the initial purchase, and postage for monthly billing.
5. Providing monthly reports on water usage and water production to the County Engineer.
6. Working with the County Collections regarding past due accounts and recommending issuance of lien notices as needed.

An analysis of County staff costs provided by Auditor-Control Treasurer Tax Collector (ACTTC) and department staff showed that the CSA #41 Water Districts were currently paying approximately \$7.00/customer/month for these services (\$52,000 per fiscal year). The proposal negotiated with RRU



will lower the cost for these services to \$4.00/customer/month for these services saving a total of \$22,000 per fiscal year.

Staff estimates that it will take approximately six weeks to transition the customer service responsibilities to RRU that will include ordering billing stationery, purchasing two new hand-held meter readers and software for the Fitch Mountain Water District, and updating RRU’s databases to the most current account information. These expenses are one-time and are in addition to the monthly per customer cost. The expense for the Fitch Mountain meter readers was planned for this year’s budget. The chart below shows the increase to the contracted amount for each of the four water districts.

	Current Monthly Fees	Proposed Monthly Fees	Monthly Increase	Percent Increase
Fitch Mountain	\$8,900	\$10,316	\$1,416	15.9%
Freestone	\$1,900	\$2,048	\$148	7.8%
Jenner	\$4,700	\$5,204	\$504	10.7%
Salmon Creek	\$3,100	\$3,508	\$408	13.2%
Total	\$18,600	\$21,076	\$2,476	13.3%

The increase in the RRU’s monthly fees are offset by an estimated 69% decrease in FY 13-14 expenses for ACTTC staff and an estimated 25% decrease in FY 13-14 expenses for TPW staff. Anticipated savings in FY 12-13 will be offset by various one-time expenses as described above. ACTTC will continue to process all claims and TPW will continue to provide budgeting, fiscal reviews, engineering services, and processing all customer payments for the CSA #41 Water Districts.

The Second Amendment will also increase the annual contract upper limit to \$400,000 per year, for the water systems operations and maintenance activities. The new upper limit provides approximately \$147,000 to fund unanticipated emergency repairs to the four aging water systems.

Russian River Utility (RRU) has been providing routine and emergency operation and maintenance services for the CSA No. 41 Zones of Benefit for the Fitch Mountain, Freestone, Jenner and Salmon Creek Water Districts since February 1989 and the Freestone Water District since July 1997. The operations and maintenance services detailed in the Agreement are necessary to meet the requirements of Health and Safety Code Sections 4010-4039.5; California Code of Regulations, Title 22, Sections 64401 through 64666; and the Water Supply Permits granted to the County of Sonoma by the California Department of Public Health (CDPH).

**Prior Board Actions:**

11/1/11: Board approved the First Amendment to the Agreement for Water System Operation and Maintenance (Agreement) with Russian River Utility (RRU) increasing the monthly service fee for each district. 07/15/08: Board approved the Agreement with RRU, terminating all prior agreements with RRU. 3/14/06: Board approved Agreement with RRU. 11/27/01: Board approved Agreement with RRU.

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

County staff continues to work to provide drinking water that meets the State of California safe drinking water standards at the lowest possible cost to the customers of the CSA #41 Water District communities.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 293,802		\$
Add Appropriations Req'd.	\$ 9,904	State/Federal	\$
	\$	Fees/Other	\$ 303,706
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 303,706</b>	<b>Total Sources</b>	<b>\$ 303,706</b>

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

The amendment recommends a new, annual upper limit of \$400,000 that includes all routine, non-routine, and emergency services, in addition to the new customer service tasks. Third quarter consolidated budget adjustments will be necessary to provide the increased cost for customer service for the remainder of this fiscal year. Expenditures will be appropriated as needed during consolidated budget adjustments.

**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:**

Second Amendment to the Agreement for Water Systems Operation and Maintenance for the CSA #41 Zones of Benefits of the Fitch Mountain, Freestone, Jenner, and Salmon Creek Water Districts; Locations maps for each Water District.

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

Agreement and First Amendment for Water Systems Operation and Maintenance for the CSA #41 Zones of Benefits of the Fitch Mountain, Freestone, Jenner, and Salmon Creek Water Districts.

Second Amendment to the  
Professional Services Agreement for  
Water System Operation and Maintenance

This Second Amendment to the Agreement, dated as of \_\_\_\_\_, 2013, by and between County Service Area (CSA) No. 41 Zones of Benefit (Jenner, Salmon Creek, Fitch Mountain and Freestone), hereinafter referred to as "COUNTY", and Russian River Utility, a California corporation, hereinafter referred to as "OPERATOR".

RECITALS

WHEREAS, OPERATOR represents to COUNTY that it is a duly qualified firm experienced in operating and maintaining public water systems; and

WHEREAS, COUNTY and OPERATOR entered into that certain Agreement dated July 15, 2008, for routine operation and maintenance, and certain non-routine work for County Service Area No. 41 Zones of Benefit for Jenner, Salmon Creek, Freestone, and Fitch Mountain public water systems; and

WHEREAS, COUNTY and OPERATOR entered into that certain First Amendment to the Agreement dated November 1, 2011, continue to employ the services of OPERATOR for non-routine work, such as improvements and replacements, and routine work, including monitoring, testing, notification and meter reading, to above mentioned systems as deemed necessary by the Director of Transportation and Public Works; and

WHEREAS, in the judgment of the Board of Supervisors of COUNTY, it is deemed necessary and desirable to employ the services of OPERATOR to provide customer service for the above mentioned systems as deemed necessary by the Director of Transportation and Public Works.

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

AGREEMENT

As of the date of this Amendment, the Agreement shall be deemed to be amended in the following manner:

1. Section 1.1 (Specified Services) of the Agreement shall be deleted in its entirety and replaced with the following language:

“1.1 Specified Services

(a) Routine Services to be Provided by OPERATOR. OPERATOR shall provide all labor, tools, supplies and equipment to perform the following services detailed in Tasks 1 – 8 listed below. Routine services shall be paid according to the terms in Section 2.1 below.

- Task 1. Routine servicing of system filtration and disinfection facilities by an appropriately licensed Water Treatment Plant Operator. All disinfection chemicals to be paid for by OPERATOR.
- Task 2. Routine maintenance of all wells, pumps, tanks, and supply facilities.
- Task 3. Testing, monitoring and reporting of the water sources and applicable notification of customers as dictated by CDPH in accordance with Health and Safety Code Sections 4010 through 4039.5; California Code of Regulations Title 22, Chapters 15, 16 and 17; and the Water Supply Permit.
- Task 4. Reading of all meters on a monthly basis during the second and third business week of the month.
- Task 5. Maintenance of records for all work performed. Copy COUNTY on all correspondence with customers, vendors (if payable by CSA No. 41), regulatory agencies, etc. Said records shall be open to COUNTY at reasonable times for audit for a period of five (5) years after the termination of this Agreement.
- Task 6. Maintain a staffed office from 9:00 to 5:00 p.m., Monday through Friday, to receive routine phone calls and process routine mail. Maintain a 7-day/week, 24-hour/day, emergency telephone number and pager system.
- Task 7. Maintenance of dedicated phone lines, fax machines, and radio links to receive treatment plant operation, pump and storage status information, and transmit control signals, including alarms, and emergency pager information.
- Task 8. Investigation of complaints involving water service or illegal service connections.

(b) Customer Relations Services to be Provided by OPERATOR. OPERATOR shall provide all labor, tools, supplies and equipment to perform the following services detailed in Tasks 9 – 13 listed below. Customer relations services shall be paid according to the terms in Section 2.1 below.

- Task 9. Prepare and mail monthly customer billings, as provided by COUNTY according to Section g(1) below, for each District based on the meter charges, meter usage rates, and other identified rates, as adjusted annually, detailed in the governing ordinance approved by the COUNTY.
- Task 10. Provide replacement of all billing stationery stock, not to include the initial stationery purchase to be provided by COUNTY, and postage for monthly billing.
- Task 11. Provide customer relations involving communicating with customers, accepting 24-hour calls, responding to comments, delivering late payment notices, and placing telephone calls as needed.

- Task 12. Prepare and respond to all work orders relating to customer complaints and repairs.
- Task 13. Communicate via email with the COUNTY collection department regarding water bill payments on customer accounts, as needed. Recommend issuance of lien notices, as needed.
- Task 14. Provide monthly System Total Reports on water usage history, average water usage, percent of water loss, water production (amount pumped or purchased versus amount sold), status of each system, account fiscal status (reports may include Adjustments, Billing Register, Exceptional Usage (greater than 10,000 gallons), Past Due Customers, Receipts This Month, Unread Meters (double checks that all customers are accounted for), Sales and Receipts), and other available information, via email to the COUNTY engineer or designee.
- (c) Non-Routine Services to be Provided by OPERATOR. OPERATOR shall provide all labor, tools, supplies and equipment to perform the following services detailed in Tasks 15 – 21 listed below. All non-routine services described in Tasks 15 and 16 are not required to have prior COUNTY approval. All non-routine services described in Tasks 17 – 21 below shall be required to have prior COUNTY approval before the task(s) are conducted by OPERATOR. Non-routine services shall be paid according to the terms in Section 2.2 below.
- Task 15. Provide chemicals used in corrosion control and filtration treatment processes.
- Task 16. Provide membership in the Underground Service Alert (U.S.A.) program.
- Task 17. Installation of new water services on a time-and-materials basis not to exceed \$3,000.00 per service without prior written approval of the COUNTY, Director of Transportation and Public Works.
- Task 18. Provide contract management for services provided by engineering and administrative consultants. All contract services by others shall have prior approval by the COUNTY.
- Task 19. Remove and dispose of all sludge and chemical waste accumulated at each treatment plant.
- Task 20. Provide administrative, management, and engineering services to plan, organize and implement changes in the operation and maintenance of water systems and all water facilities for the production, treatment, storage and transmission of the water supplies for all County Service Area #41 water systems at the direction of COUNTY staff.
- Task 21. Prepare applications for grants and/or low-interest loans, including submission of operations plans and planning documents when directed in writing by the Director of Transportation and Public Works or designee.

(d) Emergency Non-Routine Services to be Provided by OPERATOR.

OPERATOR shall provide all labor, tools, supplies and equipment to respond to treatment plant emergencies, alarms and shutdowns, and reinstate normal operations in a timely manner, all on a 24-hour/day basis, and to perform the following services detailed in Tasks 22 – 23 listed below. Emergency non-routine services shall be paid according to the terms in Section 2.2 below.

Task 22. Emergency notification of customers and COUNTY of any violations of drinking water standards. Notification shall be by posting, mailing or other form of communication required by the CDPH and applicable regulations.

Task 23. Emergency repairs as needed on a time-and-materials basis. Emergency repairs are defined as replacement of pumps, controls, telemetry and pipelines when the material cost exceeds \$100.00 or any such repair work and emergency calls performed outside of normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday). OPERATOR shall notify COUNTY of all emergency repairs within forty-eight (48) hours with an estimate of the total costs of any such emergency repairs.

(e) Additional Services. OPERATOR may provide additional related services as directed in writing by the Director of Transportation and Public Works, or designee, including, but not limited to, that described in Task 24 below. All additional services shall be paid according to the terms in Section 2.4 below.

Task 24. Provide labor, tools, materials and equipment, based on a not-to-exceed budget approved by the Director of Transportation and Public Works or designee, to construct improvements and replacements, and perform other work when directed in writing by the Director of Transportation and Public Works or his designee.

(f) Material to be furnished by OPERATOR.

1. OPERATOR shall provide reports to COUNTY in a form satisfactory to COUNTY. Said reports shall include the description of test results and description of work performed during the monthly period.
2. OPERATOR shall provide miscellaneous materials when material cost is less than \$100.00.
3. Replacement of billing stationery stock as needed.
4. Postage for monthly billings.

(g) Materials and Services to be provided by COUNTY. COUNTY shall provide the following:

1. Current lists of connections and the names and addresses of customers and property owners in alphabetical or AP order.

2. Copy of the Water Supply Permit.
3. Copies of correspondence related to operation and maintenance, and capital construction of the water system.
4. Copies of all ordinances or resolutions affecting system operations.
5. All payments for all of the following items: routine and special lab tests, corrosion control chemicals, disposable filters, water hauling, PG&E and City of Healdsburg electricity bills, and communication charges for phones and alarms located at the plant sites.
6. Hand-held meter reading devices for the Fitch Mountain Water District and annual technical support/maintenance fee specific to the devices.
7. Immediate notification of any directives received by COUNTY from the state Department of Health Services or the County Health Department.
8. The cost of any fees and/or re-inspections levied by state CDPH for violations of Surface Drinking Water Act regulations, which are beyond the control of OPERATOR.
9. The cost of notification for violations of Surface Water Treatment Act when such violations are beyond the control of OPERATOR.
10. All electrical and communication service to the water system facilities.
11. Initial six-month supply of billing stationery and return envelope for water payments.
12. Purchase a modification to the CONTRACTOR's billing program specifically for the Fitch Mountain Water District meter readers.
13. COUNTY staff shall process all water district billing payments and provide a copy of the deposit log to OPERATOR monthly.

2. Section 2 (Payment) of the Agreement shall be deleted in its entirety and replaced with the following language:

2.1 OPERATOR shall be paid at the rate shown below per month for services described in Section 1.1(a), Tasks 1-14, upon monthly submission of progress reports, verified claims and invoices. Payment for satisfactory performance includes salary, fringe benefits, overhead, profit and all other expenses except as otherwise provided in this Agreement. Payment shall be made within 30 days of receipt of invoice and progress reports. Such lump sum amount shall be allocated to the four water systems as follows:

Monthly Service Fee for Routine Service Tasks 1-8 and Customer Relations Service Tasks 9-14

<u>Water System</u>	<u>Monthly Fee</u>
Fitch Mountain	\$10,316

Salmon Creek	3,508
Freestone	2,048
Jenner	<u>5,204</u>
TOTAL	\$21,076

The monthly fee shall be adjusted effectively January 1 of each year based upon the California Public Utilities Commission consumer price index for all urban consumers (CPI-U).

- 2.2 Upon completion of the construction of Salmon Creek Water District system improvements and the full operation of the new system improvements, the Director of Transportation and Public Works has the authority to approve and pay an increase in the monthly fee for the Salmon Creek Water District from the current \$3,508 monthly fee to a monthly fee not to exceed \$5,000 per month after appropriate support documentation has been submitted to the Director by the OPERATOR demonstrating increased costs that justify the fee increase. If the Salmon Creek Water District system improvements are not constructed, this Section 2.2 shall not be implemented. No fee increase shall be approved unless a rate increase to cover the fee has been previously approved by Salmon Creek property owners in proceedings conducted in accordance with the requirements of Proposition 218 and its implementing legislation.
- 2.3 COUNTY shall reimburse OPERATOR at actual cost for materials, chemicals and outside contractual services plus 15% for profit and overhead for services rendered in accordance with Section 1.1(c), Tasks 14-20 upon submission of progress reports, verified claims and invoices. The labor charges shall be at the rates listed in Exhibit "A." Such non-emergency work shall have prior COUNTY approval.
- 2.4 In no event shall the total amount for Tasks 1-22 of this Agreement exceed \$350,000/year.
- 2.5 The reimbursement for work included in Task 23 shall be excluded from the total limit stated in Section 2.4 above and shall be approved by the Director of Transportation and Public Works or designee on an as-needed basis. COUNTY shall reimburse OPERATOR at actual cost for Task 23 services plus 15% for profit and overhead for services rendered in accordance with Section 1.1(c), upon submission of progress reports, verified claims and invoices. The labor charges shall be at the rates listed in Exhibit "A." Such non-emergency work shall have prior COUNTY approval.
- 2.6 All payments will be made in accordance with Board of Supervisors Resolution No. 62627, dated December 19, 1978."

3. Section 3 (Term of Agreement) of the Agreement shall be amended to add the following language:

“Upon termination of this Agreement, all duties and responsibilities of OPERATOR will immediately return to the County or its designee.



4. Except to the extent the Original Agreement is specifically amended or supplemented hereby, the Original Agreement, together with exhibits, shall continue to be in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provision of the Original Agreement or any right of County arising thereunder.
5. This Amendment shall be governed by and construed under the internal laws of the State of California, and, to the extent allowed by law, the parties agree that any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.
6. The Recitals are incorporated into and form a part of this Amendment.

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

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

OPERATOR:

COUNTY:

RUSSIAN RIVER UTILITY

COUNTY OF SONOMA,

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

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

Chair, Board of Supervisors

Name: Hal Wood

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

Title: President

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

ATTEST:

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

APPROVED AS TO FORM FOR COUNTY:

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

County Counsel

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

CERTIFICATES OF INSURANCE  
ON FILE WITH AND APPROVED  
AS TO SUBSTANCE BY DEPARTMENT

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

Department Head

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

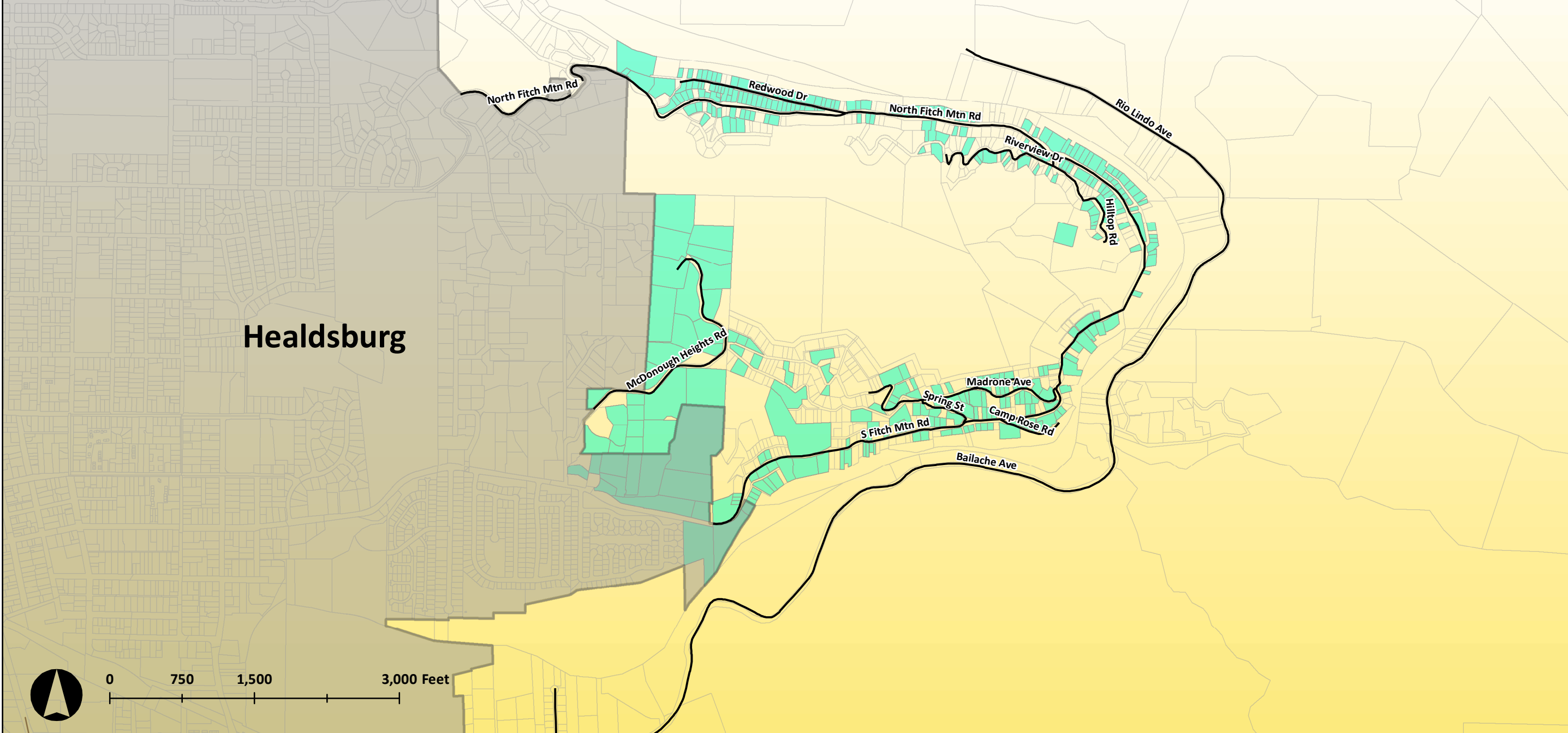


# Sonoma County Water Districts

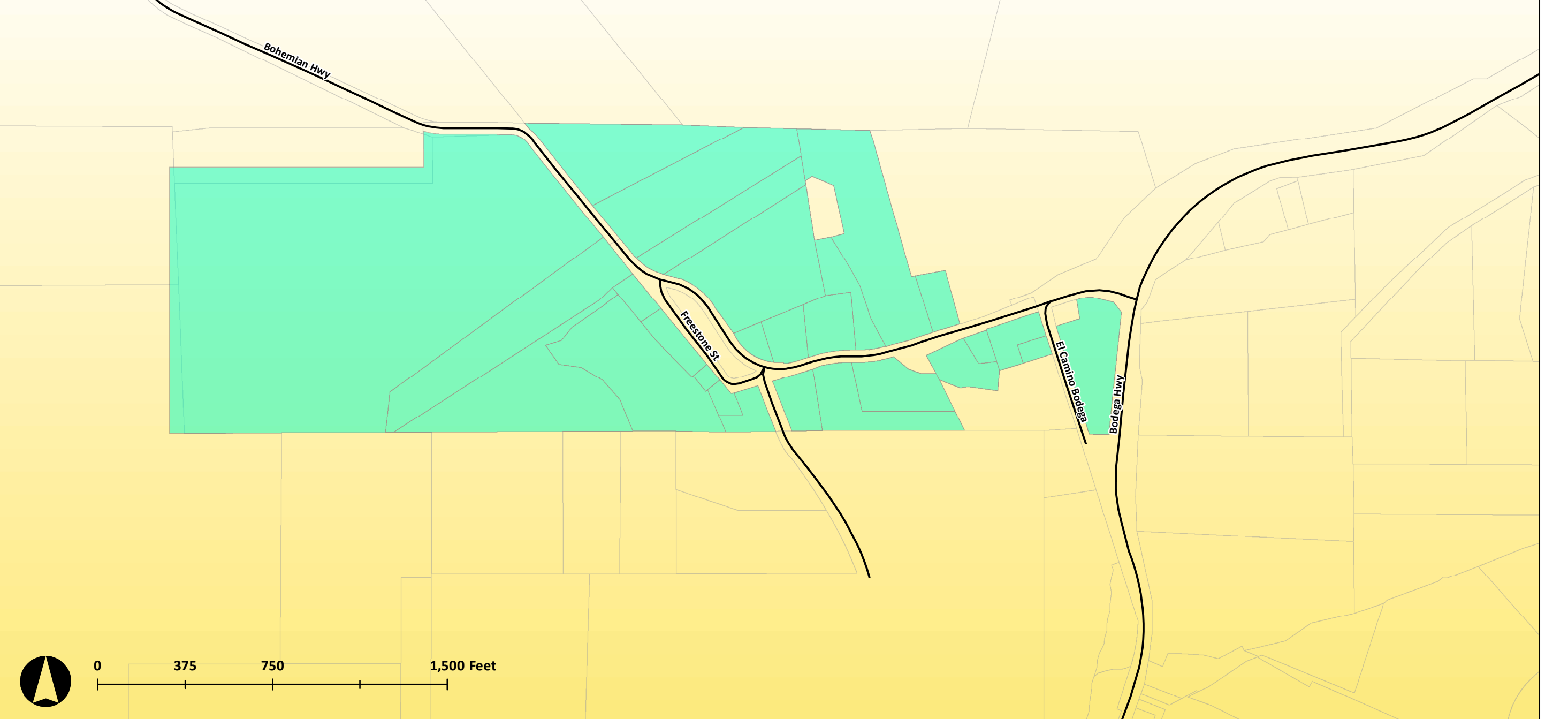
Department of Transportation and Public Works, 2011



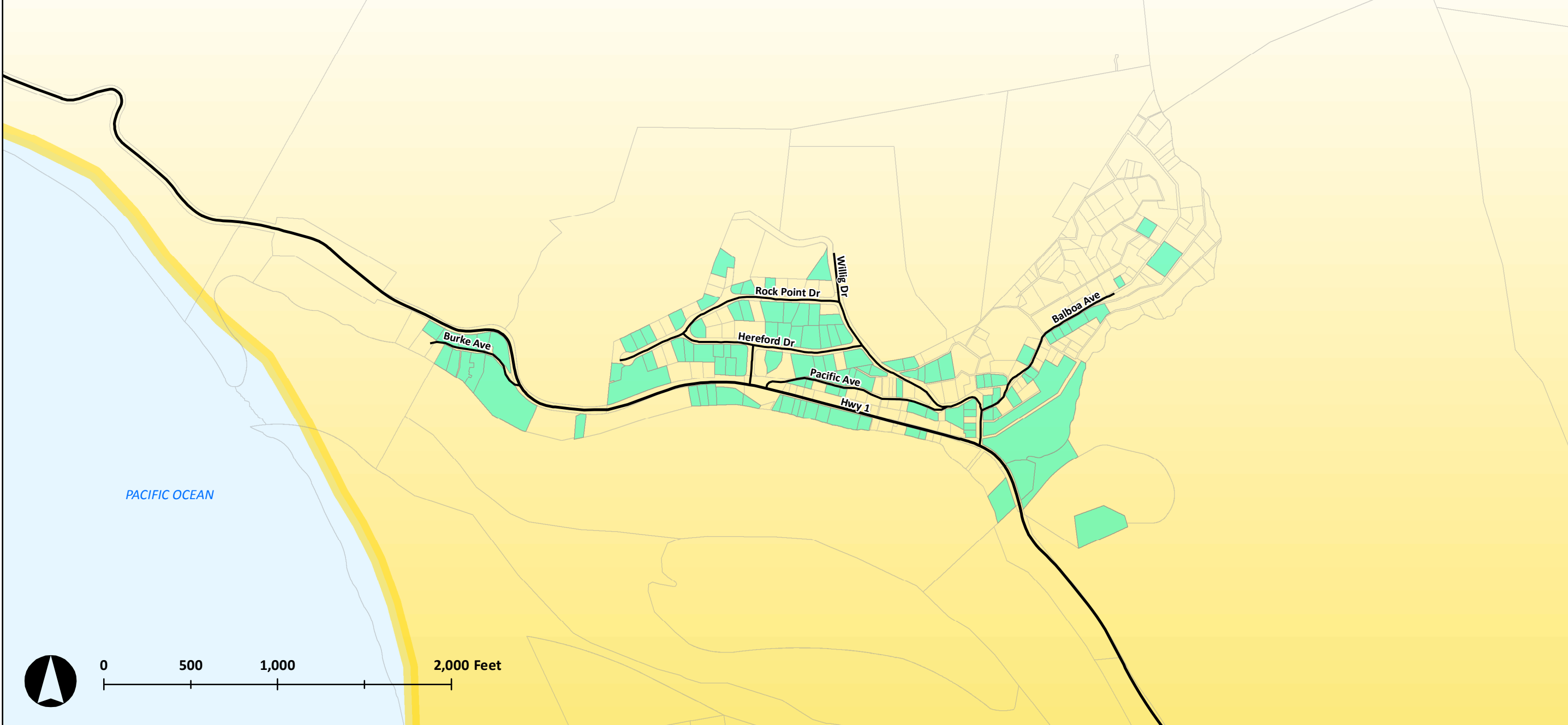
### CSA#41 Zone 24 - Fitch Mountain Water District



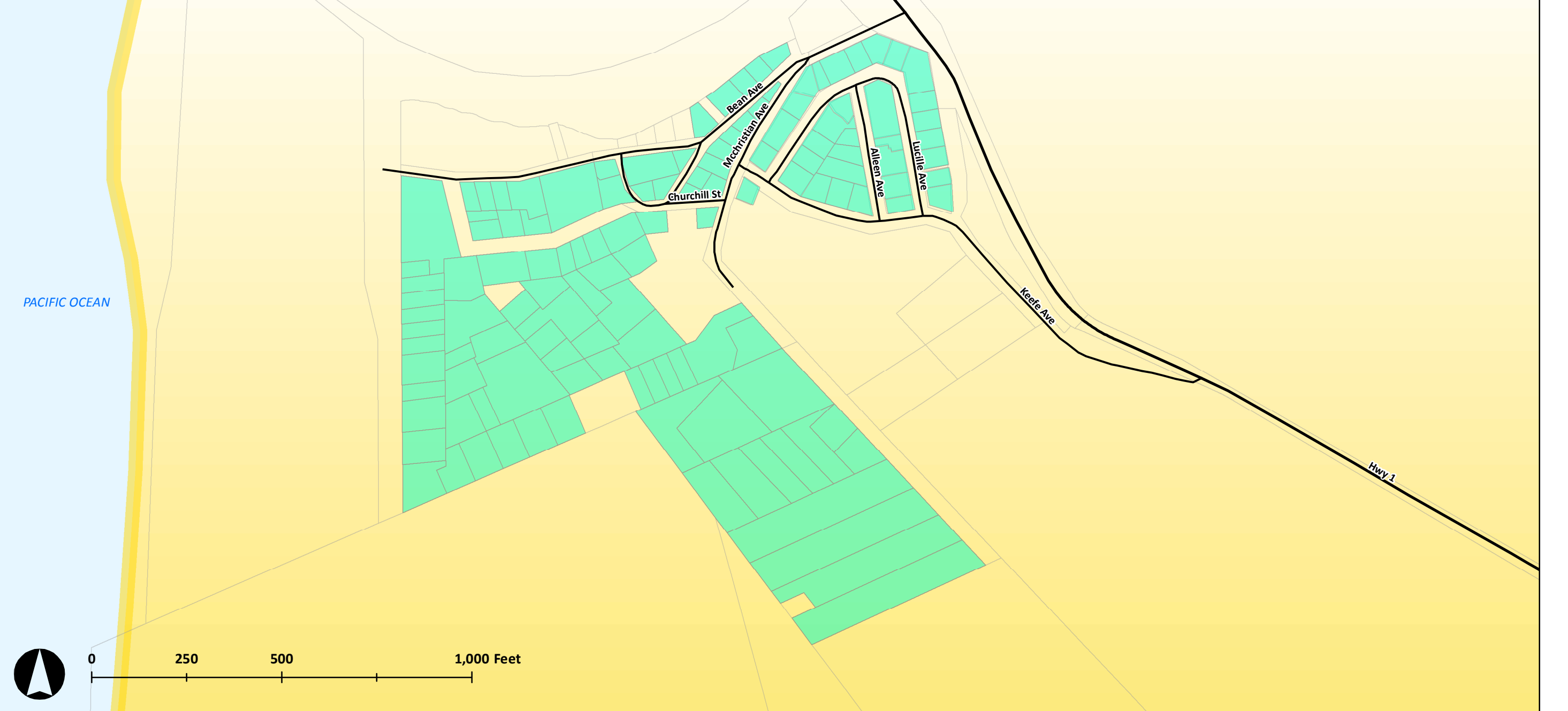
### CSA#41 Zone 33 - Freestone Water District



### CSA#41 Zone 34 - Jenner Water District



### CSA#41 Zone 32 - Salmon Creek Water District







## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 35**

(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 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisory District(s):**

Board of Supervisors – (707) 565-2241

**Title:** Minutes

### Recommended Actions:

Approval of Minutes – Approve the Minutes of the Meeting of January 29, 2013 for the following: (1) Sonoma County Water Agency and Board of Supervisors and (2) Approve the Minutes of the Meeting of January 29, 2013 of the Sonoma Valley County Sanitation District.

Approval of Minutes – Approved the Minutes of the Meeting of February 5, 2013 for the following: (1) 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, and Board of Supervisors and (2) Approve the Minutes of the Meeting of February 5, 2013 of the Sonoma Valley County Sanitation District.

### Executive Summary:

### Prior Board Actions:

**Strategic Plan Alignment:** Not Applicable

**Fiscal Summary - FY 12-13**

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

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

**Staffing Impacts**

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

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

**Attachments:**  
Minutes of January 29, 2013 and February 5, 2013

**Related Items "On File" with the Clerk of the Board:**  
None.

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

**TUESDAY**

**JANUARY 29, 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.

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***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.

## 8:32 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.

8:32 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)

II. BOARD MEMBER ANNOUNCEMENTS

Supervisor McGuire thanked the Office of Emergency Services, and the California Highway Patrol for conducting a Mark West Union School District discussion on an emergency response plan. He asked the Board to adjourn in memory of Dick Joy Low, and asked the Board to direct constituent feedback regarding the Library JPA Advisory Committee equity and level of service to the County Administrator and Don Schwartz of the County Administrator's Office.

Supervisor Zane announced she attended the Presidential inauguration as a guest of the Rural Water Association; met with Congressman Mike Thompson regarding the early assessment program for suicidal depression; met with the National Association of Counties (NACo) Executive Director Matt Chase on the issue of guns and suicide; met with the Doug McCallop, Senior Advisor to the President on rural affairs; and met with Linda Langston, incoming NACo President to discuss healthcare initiatives and the Affordable Health Care Act. She participated on a conference call with the Health and Human Services Secretary regarding next steps in the aftermath of Sandy Hook Elementary School; attended a Sonoma County Waste Management Agency meeting, and congratulated Supervisor Carrillo on a successful fundraiser for the Elsie Allen High School students. Supervisor Zane also announced a new ad campaign "Park the Phone While You Drive." She asked the Board to adjourn in memory of Lynn John Brinker, and Tony Vicini.

Supervisor Gorin congratulated Robin Swinth for being appointed to the Santa Rosa City Council; announced she attended the First 5 Commission meeting; and recognized five conservation award winners that were celebrated at Sonoma County Community Center, Sonoma Valley Ground Water Basin Plan. She asked the Board to adjourn in memory of Ed Stolman.

BOARD MEMBER ANNOUNCEMENTS (Continued)

Supervisor Carrillo reported he attended the California State Association of Counties Executive Committee meeting; met with Senator Steinberg regarding mental and behavioral health services; and provided the Board with a North Coast Integrated Regional Water Management Plan project update. He attended the Office of National Marine Sanctuaries scoping meeting; acknowledged Supervisor McGuire for his efforts and participation on the announcement of the additional funding NRCS for the North Coast and Russian River Watershed; and hosted a benefit for the two Elsie Allen High School student families who suffered a tragic accident in Mexico.

Chairman Rabbitt announced he attended the Sonoma Marin Area Rail Transit Board meeting; attended the Sonoma County Employee Retirement Association meeting; attended the Association of Bay Area Governments Legislative and Finance and Personnel and Executive Board meetings; and attended the Golden Gate Bridge Highway Transportation District meetings. He acknowledged Bill Rousseau, Clerk-Recorder Assessor and his staff for their work on the California State Assessor's Convention in Sonoma County, and asked the Board to adjourn in memory of Karen Shubin.

III. CONSENT CALENDAR (Items 1 through 22)

PRESENTATIONS/GOLD RESOLUTIONS (Items 1 through 3)

PRESENTATIONS AT BOARD MEETING

1. Receive a final report on the 2012 Combined Fund Drive. (Regional Parks/County Counsel) Information Only.

PRESENTATIONS AT DIFFERENT DATE

2. Adopt a Gold Resolution commending Les and Judy Vadasz on their selection as 2013 Sonoma Alcaldes and on their generous commitment to their community. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0023

3. Adopt a Gold Resolution recognizing Mentor Me Petaluma and celebrating National Mentoring Month January 2013. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0024

SONOMA COUNTY WATER AGENCY

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

4. Adopt a Resolution authorizing the General Manager of the Sonoma County Water Agency to: (A) Sign and file a grant application with the U.S Department of Interior, Bureau of



CONSENT CALENDAR (Continued)

Item #4 Continued

Reclamation, for funding expansion of the Qualified Water Efficient Landscaper (QWEL) program (\$100,000); (B) Certify the Water Agency will provide required amount of match funding and/or in-kind contributions specified in the Funding Plan (\$100,000); (C) Execute a grant agreement with the U.S. Department of Interior Bureau of Reclamation; and (D) Take all actions necessary to carry out the project and implement the grant agreement.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0025

5. Adopt Resolution determining that the Mirabel Fish Ladder and Fish Screen Replacement Project (Project) will not have a significant adverse effect on the environment; approving the initial study and Mitigated Negative Declaration of Environmental Impact for the Project; Adopting a Mitigation Monitoring Plan for Project; and Authorizing the filing of a Notice of Determination. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0026

SONOMA COUNTY WATER AGENCY

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, K. Brown)

6. Authorize the General Manager of Water Agency, acting as the Administrative Agency for North Bay Water Reuse Authority (Authority), to execute an agreement with CDM Smith, Inc., to provide scoping study services for the amount of \$407,560 (Water Agency share of cost is \$58,223; agreement terminates on June 30, 2014); and Authorize expenditure of Sonoma Valley County Sanitation District funds in the amount of \$58,223 for District's portion of costs for the above professional service agreement with Authority-selected consultant. (First and Second Districts)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Sonoma Valley County Sanitation District

Board Action: Approved as Recommended

AYES: Rabbitt, Gorin

ABSENT: Brown

AUDITOR CONTROLLER-TREASURER-TAX COLLECTOR

7. Authorize the Auditor-Controller-Treasurer-Tax Collector to execute a five-year contract for audit services with Vavrinek, Trine, Day & Co., LLP for a cost of \$171,220 in Fiscal Year

CONSENT CALENDAR (Continued)

Item #7 Continued

2013-14 and a total five-year price of \$864,220, and any amendments for extra work up to 10% of contract price.

Board Action: Approved as Recommended

UNANIMOUS VOTE

BOARD OF SUPERVISORS

8. Disbursement of 2012-2013 Discretionary Advertising Funds (Third District) - Approve Advertising Program grant awards to the following entity and authorize the County Administrator to execute contracts with the following entity: Children's Museum of Sonoma County: \$1,500.

Board Action: Approved as Recommended

UNANIMOUS VOTE

DISTRICT ATTORNEY

9. Authorize the Chair to execute an amendment to the agreement with the YWCA of Sonoma County for advocacy services to victims of domestic violence to the Family Justice Center Sonoma County, extending the contract term from July 1, 2011 through December 31, 2013, and increasing the contract maximum by \$36,956 for a total contract maximum of \$215,767.

Board Action: Approved as Recommended

UNANIMOUS VOTE

FIRE AND EMERGENCY SERVICES

10. Authorize the Director of Fire and Emergency Services to execute the Urban Areas Security Initiative Memorandum of Understanding with the City and County of San Francisco for the distribution of Urban Areas Security Initiative Regional funds for the grant performance period, December 1, 2012 to January 31, 2014.

Speakers: Rio Molina

Board Action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES

11. Authorize the Chair to execute an agreement with the Gordian Group, Inc. for administration of the Job Order Contract Program for a term of three years with an option to extend two more years.

Board Action: Approved as Recommended

UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

12. Ratify agreement for professional services with Management Partners for Real Estate Operations and Management Services, in an amount not to exceed \$95,000 for a term not to exceed one (1) year

Board Action: Approved as Recommended  
UNANIMOUS VOTE

HUMAN SERVICES

13. Authorize the Interim Director of the Human Services Department to execute an amendment to the contract with Goodwill Industries of the Redwood Empire (GIRE) to transition from the Subsidized and Transitional Employment Pilot (STEP) to the Subsidized Employment Program (SEP) and the Temporary Employment Program (TEP); to expand the Employment Services Program; and to increase the contract amount by \$258,004, for a new amount not to exceed amount of \$1,584,881 for the term July 1, 2012 to June 30, 2013.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

TRANSPORTATION AND PUBLIC WORKS

14. Authorize the Chair to sign Amendment 3 to Cooperative Funding Agreement No. M30210-05 (North B/Airport Boulevard Improvements Phase IV) between Sonoma County Transportation Authority and the County; and Authorize the Chair to sign Amendment 2 to Cooperative Funding Agreement No. SCTA10015 (North B/Airport and Soundwall Project) between Sonoma County Transportation Authority and the County. (Fourth District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

MISCELLANEOUS

15. Approval of Minutes - Approve the minutes of the meeting of January 8, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Sonoma County Water Agency, and Board of Supervisors.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

APPOINTMENTS/REAPPOINTMENTS

(Items 16 through 22)

16. Adopt a Resolution retiring Historical Records Commissioner Richard Coughlan's appointment due to non-attendance; declare a vacancy on the Historical Records Commission; and appoint Stuart Righter, a licensed California Land Surveyor, to the Historical Records Commission to fill the vacancy for the remainder of the term ending April 11, 2015. (Clerk-Recorder-Assessor)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No. 13-0027

CONSENT CALENDAR (Continued)

17. Appoint Dr. Josiah Rich to the Sonoma County Mental Health Board for a three year term, effective January 29, 2013 through December 31, 2016. (Fourth District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

18. Appoint Gus Wolter to replace Carla Howell as the Sonoma County Representative on the Cloverdale Oversight Board. (Countywide)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

19. Appoint Ross Liscum to the Fair and Exposition Board, at the pleasure of Board, representing the Third District. (Third District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

20. Appoint Wanda Tapia to the Fair and Exposition Board, at the pleasure of Board, representing the Third District. (Third District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

21. Appoint Paul Heavenridge to the Library Commission for a four year term from January 29, 2013 to January 29, 2017. (Second District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

22. Appoint Dalia Noemi Bravo to the Commission on the Status of Women for a two year term beginning January 29, 2013 through January 29, 2015. (Second District)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

IV. REGULAR CALENDAR (Items 23 through 25)

GENERAL SERVICES

23. Adopt a Resolution introducing, reading the title of and waiving further reading of a proposed ordinance to amend Article 1, Section 18-1 and Articles II, III and IV of the County Code to revise parking requirements and restrictions, identify other ordinances addressing County requirements concerning speed restrictions and parking, and revise requirements concerning abandoned vehicles and adopt at next meeting of the Board. (First Reading)

Chairman Rabbitt announced that item #23 was been pulled from the agenda.

PROBATION / GENERAL SERVICES

24. 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.

9:28 A.M.

Chairman Rabbitt announced that due to late information provided, the Board would proceed to hear the staff presentation, but would continue the final decision on this item to February 5, 2013 on the Consent Calendar to allow for further review of Request for Qualifications and Request for Proposal documents.

Present: Bob Ochs, Chief Probation Officer; Dave Koch, Deputy Chief Probation Officer; Carl Vanden Heuvel, Administrative Services Officer, Probation Department

Speakers:

Jerry Dunn, Interim Director, Human Services Department  
Robert Pye, Crossroads Representative  
Laney Kuhn, Crossroads Representative

9:57 A.M. Supervisor Zane left the meeting

10:01 A.M. Supervisor Zane rejoined the meeting

REGULAR CALENDAR (Continued)

Item #24 Continued

Speakers (Continued)

Georgio Ioakimedes, Sonoma County Office of Education  
Stephen Jackson, Sonoma County Office of Education  
Michael Canar  
Caroline Keller

Board Action: Continue the final decision to February 5, 2013 on the Consent Calendar.  
UNANIMOUS VOTE

11:03 A.M. Board recessed

11:20 A.M. Board reconvened

REGIONAL PARKS / GENERAL SERVICES

25. Receive an update on the long-term options for management oversight structure and viable business model for three county-owned marinas at Bodega Bay, and accept staff report "Bodega Bay Opportunities - Business Improvement Proposal and Potential Long-Term Strategies." (Fifth District)

11:20 A.M.

Present: Caryl Hart, Director of Regional Parks, and Betty Tenret, Regional Parks Department Analyst

Speakers:

Laurette Rogers  
Chuck Capoto  
Richard Powers  
Tony Anello

Supervisor Carrillo commented on the following next steps:

- 1) Focus on a business and operations plan, the implementation of cost saving initiatives realized in the near term, and provide critical maintenance within budget constraints.
- 2) Focus on outdoor recreation and interpretive center that engage stakeholders.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

12:28 P.M. Chairman Rabbitt announced that the Board would reconvene at 2:15 P.M. The Board recessed to Closed Session.

V. CLOSED SESSION CALENDAR (Items 26 through 32)

26. 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)).

Board Action: Approve a settlement of this arbitration whereby the County will release the contract retention held as liquidated damages and pay North Bay Construction a total of \$180,117, for a complete release and no admission of liability.

UNANIMOUS VOTE

27. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation - Name of Case: County of Sonoma v. Travelers' Insurance Company, et. al. Re: Arata Lane/Cobblestone Homes (Govt. Code Section 54956.9(c)).

Board Action: Direction was given to the County Counsel to initiate litigation.

UNANIMOUS VOTE

28. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Michael Jansen v. County of Sonoma. Court Case Number SCV251136 (Govt. Code Section 54956.9(a)).

Direction was given to Counsel and staff.

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

Direction was given to Counsel and staff.

30. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Direction was given to Counsel.

31. The Board of Supervisors will consider the following in closed session: Public Employee Appointment -Title: Director of Transportation and Public Works; Director of Human Services Department; Public Defender; Director of Permit and Resources Management; Chief Probation Officer; Executive Director of Sonoma Clean Power (Govt. Code Section 54957).

CLOSED SESSION (Continued)

Item #31 Continued

Direction given to staff for the following: Director of Transportation and Public Works; Director of Human Services Department; Public Defender; Director of Permit and Resources Management; and Chief Probation Officer.

Direction given to staff for the Executive Director of the Sonoma Clean Power Authority to hire a recruitment search firm to hire a consultant to perform executive functions for the Joint Powers Agency.

32. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: County Administrator (Govt. Code Section 54957).

Direction was given to staff.



## VI. REGULAR AFTERNOON CALENDAR

(Items 33 through 35)

2:17 P.M. - RECONVENE FROM CLOSED SESSION

33. Report on Closed Session.

Counsel Goldstein announced that the Board had not concluded closed session and report out would occur at the conclusion of continued closed session.

34. 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 A.M. Public Comment opened

Peter Tscherneff  
Michael Hilber  
JR Maulupe  
Sachiko Williams  
Larry Brooks  
Connie Barker  
Richard Hannan  
Michael Hammer  
Maureen De Voe  
John Jenkel

2:40 P.M. Supervisor Zane left the meeting

Tia Rutter

2:43 Supervisor Zane rejoined the meeting

Stephanie Knoyta  
Bob Williamson

2: 53 P.M. Public Comment closed

35. Permit and Resource Management Department: Review and possible action on the following:

- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
- b) Acts and Determinations of Project Review and Advisory Committee
- c) Acts and Determinations of Design Review Committee
- d) Administrative Determinations of the Director of Permit and Resource Management

No Acts and Determinations were reviewed or acted on.

REGULAR AFTERNOON CALENDAR (Continued)

2:54 P.M. The Board recessed to continued closed session.

7:05 P.M. The Board reconvened from continued closed session. Counsel Goldstein reported on closed session items #26-32.

Absent: Supervisors Carrillo and Zane

7:06 P.M. The Board adjourned the meeting in memory of Lynn Brinker, Tony Vicini, Dick Low, Ed Stolman, and Karen Shubin. The meeting was adjourned to February 1, 2013 at 9:00 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk of the Board

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

**TUESDAY**

**FEBRUARY 5, 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.

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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.

## 8:32 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.

8:32 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 an Agenda Addendum - Closed Session Item #37A - Public Employee Appointment: Director of Human Services.

II. PRESENTATION OF RETIREMENT CERTIFICATES

III. BOARD MEMBER ANNOUNCEMENTS

Supervisor Gorin announced she attended the Employee Service Awards ceremony.

Supervisor McGuire announced that the first outreach for the Fitch Mountain process would take on February 6th, and he provided the Board with an update on run way discussions with the Federal Aviation Administration.

Supervisor Carrillo reported he attended the California State Association of Counties Finance Corporation Retreat, and the Local Agency Formation Commission Retreat. He informed the Board that the Department of Fish and Wild Life awarded the Sonoma County Water Agency a \$1.2 million grant for the Mirabel Fish Ladder Replacement project.

Supervisor Zane announced she received training from the Clerk-Recorder-Assessor's Office to officiate weddings; and made referenced to Jeremey Hay's Close to Home guest opinion in the Press Democrat titled "A quest for mental health, a story in the first person." She asked the Board to adjourn in memory of Dr. Barbara Lee Turner.

Chairman Rabbitt acknowledged Human Resources staff for their work coordinating the Employee Service Awards ceremony; and congratulated Supervisor McGuire for being elected as Chair of the Sonoma County Transportation Authority. He asked the Board to adjourn in memory of Kathleen Chetum, and David Hillendahl.

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. Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0028

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)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0029

3. Adopt a Resolution recognizing Shems Peterson for his 25 years serving Sonoma County as a Building Inspector Supervisor. (Permit and Resource Management)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0030

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)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0031 a, b, c

5. Adopt a Gold Resolution honoring Garrett Winters for his recent achievement of Eagle Scout BSA Troop 2. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0032

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

CONSENT CALENDAR (Continued)

Item #6 Continued

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)

Speakers:

Brian Grant  
Cathy LaPlante

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution No. 13-0033

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)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

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).

CONSENT CALENDAR (Continued)

Item #8 Continued

- (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.

Speakers:

Woody Hastings  
Dick Dowd  
Ann Hancock  
Jeff Mathias  
Brian Ling  
Colleen Fernald  
Bob Williamson

Board Action: Approved as Recommended  
UNANIMOUS VOTE

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.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

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)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

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)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

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.

Speaker: Colleen Fernald

Board Action: Approved as Recommended  
UNANIMOUS VOTE

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)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

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)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No. 13-0034

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



CONSENT CALENDAR (Continued)

Item #15 Continued

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.

Board Action: Approved as Recommended

UNANIMOUS VOTE

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.

Board Action: Approved as Recommended

UNANIMOUS VOTE

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.

Board Action: Approved as Recommended

UNANIMOUS VOTE

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.

Speaker: Peter Rumble, Department of Health Services

Board Action: Approved as Recommended

UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

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.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

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.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

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)

Speaker: Colleen Fernald

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No. 13-0035

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.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No. 13-0036

CONSENT CALENDAR (Continued)

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.

Chairman Rabbitt announced that Item #23 would be moved to the Regular Calendar.

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)  
Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution No. 13-0037
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)  
Board Action: Approved as Recommended  
UNANIMOUS VOTE

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.  
Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution No. 13-0038

CONSENT CALENDAR (Continued)

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)

Board Action: Approved as Recommended

UNANIMOUS VOTE

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.

Board Action: Approved as Recommended

UNANIMOUS VOTE

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)

Board Action: Approved as Recommended

UNANIMOUS VOTE

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)

9:57 A.M.

Present: Bill Keene, General Manager, Open Space District; Sheri Emerson Open Space District; and Bert Whitaker Regional Parks

9:58 A.M. Supervisor Zane left the meeting

9:59 A.M. Supervisor Zane rejoined the meeting

Speakers:

Bob Bell, Pacific Gas and Electric Company

Cheryl Dean, Field Representative, Congressman Mike Thompson

Maddy Hirshfield, Field Representative, Assembly member Cesbro

Stephen Cieslewicz

Patty Keiser

11:02 A.M. Supervisor Zane left the meeting

11:06 A.M. Supervisor Zane rejoined the meeting

Tom Haucle

James Casciani

Brian Ling

Emery Dann

Skip Van Loben Sels

Hamilton Hess

Tom Birdsall

Donna Zapata

Chris Hanlin

Steve Birdlebough

Terry Hilton

The Board directed staff to return within 90 days with an action plan and next steps.

REGULAR CALENDAR (Continued)

Item #30 Continued

Board Action: Approved as Recommended  
UNANIMOUS VOTE

11:53 A.M. Board recessed  
12:04 P.M. Board reconvened

Chairman Rabbitt announced that Regular Items #33, # 34 and item #23 would be heard in the afternoon.

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)

12:05 P.M.

Present: Bill Keene, General Manager, Open Space District; Misti Arias, Open Space District; Caryl Hart, Director of Regional Parks; and Bert Whitaker, Regional Parks

Ms. Arias announced that the Resolutions on file with the item had been revised. Copies of the revised Resolution were provided to the Board and members of the public.

Speakers:

Bob Anderson  
Eric Koenigshofer

Board Action: Approved as Recommended  
UNANIMOUS VOTE  
Approved by Resolution No. 13-0039 and 13-0040

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

REGULAR CALENDAR (Continued)

Item #32 Continued

within 180 days of his retirement and approve his hiring date as early as February 5, 2013.  
(First District) (2/3 Vote Required)

12:28 P.M.

Present: Cordel Stillman, Sonoma County Water Agency

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Sonoma Valley County Sanitation District Board

Action: Approved as Recommended

AYES: Gorin, Rabbitt

ABSENT: Brown

Chairman Rabbitt announced the Board would reconvene from Closed Session at 2:15 P.M.

12:33 P.M. The Board recessed to Closed Session.

Items #23, 33 and 34 were heard in the afternoon regular session.

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.

REGULAR CALENDAR (Continued)

Item #33 Continued

- (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.

3:05 P.M.

Present: David Sundstrom, Auditor-Controller-Treasurer-Tax Collector, John Hartwig, Director of Information Systems, and Chris Thomas, Assistant County Administrative Officer

Speakers: Bob Williamson

Board Action: Approved as Recommended  
UNANIMOUS VOTE

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



REGULAR CALENDAR (Continued)

Item #34 Continued

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)

3:45 P.M.

Present: Chris Thomas, Assistant County Administrative Officer, and Cristina Rivera, Principal Analyst, County Administrator's Office

Speakers:

Bob Williamson

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0041, 13-0042, 13-0043

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.

4:38 P.M.

Present: Robert M. Ochs, Chief Probation Officer, Probation; David Koch, Probation; David McFadden, County Counsel

Speakers:

Mary Basham

Robert Pye

Michael G Canar

Gene Clark, Deputy Director, General Services

REGULAR CALENDAR (Continued)

Item #23 Continued

Board Action:

- (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.
- (C) Direct staff to return to the Board in 6 months to evaluate the program and provide the Board with a detailed accounting of the assigned Probation Officer's time.

AYES: Gorin, Rabbitt, McGuire, Carrillo

NOES: Zane

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)).

Continued to February 7, 2013 at 8:00 A.M.

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).

Direction given to staff and labor negotiators.

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)).

Continued to February 7, 2013 at 8:00 A.M.

- 37A. The Board of Supervisors will consider the following in closed session: Public Employee Appointment: Director of Human Services. (Govt. Code Section 54957).

The Board appointed Jerry Dunn as the Director of the Human Resources Department.

VII. REGULAR AFTERNOON CALENDAR (Items 38 through 41)

2:24 P.M. - RECONVENE FROM CLOSED SESSION

38. Report on Closed Session.

County Counsel Bruce Goldstein announced that Closed Session on Items 35-37A would reconvene after the afternoon items were heard and report out would occur at that time.

Chairman Rabbitt announced that Item #41 would be continued to March 12, 2013 at 2:10 P.M.

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.)

2:24 P.M. Public Comment Opened

Richard Hannan  
Mary Morrison  
John Jenkel  
Stefanie Rutter  
Maureen De Voe  
Tia Rutter  
Rick Coates  
Myra Galt  
Xladimir Rysling  
Judy Hollinquest  
Ricky Collins  
Sharon Reachman  
Joseph Ashbridge Persons III  
Bob Williamson  
Colleen Fernald  
Elizabeth Neylon

2:35 P.M. Supervisor Zane left the meeting

2:42 P.M. Supervisor Zane rejoined the meeting

3:05 P.M. Public Comment Closed

40. Permit and Resource Management Department: Review and possible action on the following:

- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
- b) Acts and Determinations of Project Review and Advisory Committee
- c) Acts and Determinations of Design Review Committee
- d) Administrative Determinations of the Director of Permit and Resource Management

No Acts and Determinations were reviewed or acted on.

REGULAR AFTERNOON CALENDAR (Continued)

PERMIT AND RESOURCE MANAGEMENT

41. 2:10 P.M. - ZCE11-0009, ZCE11-0010, ZCE11-0011, ZCE11-0012 - (FIFTH DISTRICT)
- a) APPLICANT: N/A
  - b) LOCATION: Various
  - c) ASSESSOR'S PARCEL NO.: Various
  - d) ENVIRONMENTAL DOCUMENT: Categorical Exemption
  - e) 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.

Board Action: Continue the public hearing to March 12, 2013 at 2:10 P.M.

UNANIMOUS VOTE

Approved by Resolution No. 13-0044

5:37 P.M. The Board recessed to continued Closed Session.

7:05 P.M. The Board reconvened from continued Closed Session.

Counsel Goldstein reported on Closed Session Items #35-37A.

7:07 P.M. The Board adjourned the meeting in memory of Dr. Barbara Lee Turner, Kathleen Cheatum and David Hillendahl. The meeting was adjourned to February 7, 2013 at 8:00 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk of the Board



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 36**

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

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

**To:** Community Development Commission

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

James Hackett (707) 565-7520

**Supervisory District(s):**

All

**Title:** Appoint Community Development Committee tenant representative

### Recommended Actions:

Appoint Donna Chicka to the Community Development Committee as a tenant representative.

### Executive Summary:

State law requires that two tenants of the Housing Authority be appointed as members of the Community Development Committee. County Ordinance stipulates that the full Committee consists of one representative from each supervisory district, a representative from Human Services Department, and the two required Housing Authority tenant representatives.

It is required that one tenant representative be 62 years of age or older. That tenant representative has resigned. In order to fill the vacancy, staff posted a notice and application on the Community Development Commission website. The notice explained the purpose of the Community Development Committee and the function of the representatives. Two applications were received. One staff member and two Committee members reviewed the applications. Donna Chicka was determined to be the best qualified applicant. Her application is on file with the Clerk of the Board. The Community Development Committee met on January 15, 2013 and voted to recommend that the Board of Commissioners appoint Ms. Chicka to the Committee.

The bylaws of the Committee provide that tenant members shall serve a two-year term or until their successor is appointed and qualified.

### Prior Board Actions:

12/08/09 Adopted a Resolution appointing Sami Donahue to the Sonoma County Community Development Committee as a tenant representative.

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

The Community Development Committee provides an opportunity for increased access to and greater citizen participation in County government.

**Fiscal Summary - FY 12-13**

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

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

No fiscal impact.

**Staffing Impacts**

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

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

No staffing impact

**Attachments:**

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

Application of Donna Chicka



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 37**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** February 26, 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:** Maternal Child Adolescent Health Annual Report and Advisory Board Appointments

### **Recommended Actions:**

Accept the Sonoma County Maternal, Child and Adolescent Health Annual Report for FY 2011-2012.

Appoint Sarah Hollister, Renee McKenna, Jeff Miller, Amanda Silva, and Marta Flax Tilling to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term of two years.

Reappoint Grace Harris, Jeanette Koshar, Rory Gibbens-Flores, Mignon Evans, Carol Simmons, Annie Nicol, Karla Fittipaldi, Adrienne Davis, Terese Voge, and Ed Sheffield to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term of two years.

### **Executive Summary:**

The mission of the Sonoma County Maternal, Child and Adolescent Health (MCAH) Program is to promote the physical, social and emotional health of childbearing women, children, adolescents and their families in Sonoma County. The program interacts with community systems as a partner in providing direct safety net services to high risk MCAH populations, as a coordinator of community-wide services and programs, and as a convener of the MCAH Advisory Board and other collaborative groups to address emerging health needs in the community.

Created on October 5, 1982, the Sonoma County Maternal, Child and Adolescent Health Advisory Board serves in an advisory capacity to the Board of Supervisors through the Department of Health Services on programs and issues affecting the health of childbearing women, children and adolescents. The Advisory Board is an important vehicle for implementing prevention strategies and coordinating services that benefit the entire community. Partnering with local organizations and individuals is critical to reducing disparities and improving the overall health of women, children and adolescents in Sonoma County.

The MCAH Advisory Board operates under by-laws adopted in November 2011, which specify in Article IV that members will be appointed by the Board of Supervisors. A copy of the MCAH bylaws is available at <http://www.sonoma-county.org/health/meetings/pdf/mcahab/bylaws.pdf>. When vacancies on the MCAH Advisory Board occur, the openings are posted on the County website in accordance with the Maddy Act and replacements are recruited from the community following procedures outlined in the



by-laws. Recruitment began in September 2012 following resignation of four members due to employment changes, leaving six vacancies on the MCAH Advisory Board. Five applications were received from community members possessing the necessary knowledge and experience to fill vacant positions. The Department of Health Services requests approval of the following membership appointments for two- year terms:

<b>Candidate</b>	<b>Affiliation</b>	<b>Representation</b>
Marta Flax Tilling	Community Action Partnership	Child Health
Sarah Hollister	West County Health Centers	Health Specialist
Renee McKenna	Santa Rosa Memorial Hospital	Nutrition
Jeff Miller	Retired Pediatrician, First 5 Commissioner	Physical Health
Amanda Silva	Verity	Safety & Prevention of Violence

Ms. Flax Tilling is the program manager for school readiness programs at Community Action Partnership. She has extensive experience working with at-risk children and their families as a teacher and administrator of the Pasitos and Avance programs. Ms. Hollister is a registered nurse and Board Certified Lactation Consultant. She works with pregnant and parenting women enrolled in the West County Health Center’s Comprehensive Perinatal Services Program. Ms. McKenna is a registered dietitian and Board Certified Lactation Consultant. As the nutrition representative she will bring her clinical experience providing diabetes education and caring for women and children. Dr. Miller practiced as a pediatrician in Sonoma County for over 30 years and been actively engaged in promoting community health. He will provide medical expertise to help the Advisory Board fulfill its mission. Ms. Silva is the counseling services manager with Verity. She brings expertise on sexual assault and abuse prevention.

The following members’ terms have expired. These members have agreed to serve another two year term:

<b>Current Member</b>	<b>Affiliation</b>	<b>Representation</b>
Adrienne Davis	Kaiser Permanente	Adolescent Health
Mignon Evans	Family , Youth & Children Services	Human Services
Karla Fittipaldi	N/A	Consumer/Parent/Advocate
Rory Gibbens-Flores	Santa Rosa Community Health Centers	Youth/Adolescent Health Educator
Grace Harris	California Parenting Institute	Behavioral Health
Jeanette Koshar	Sonoma State University	School Health Personnel
Annie Nicol	Petaluma Health Center/COTS	Homeless/Hunger/Poverty
Ed Sheffield	Senator Noreen Evans	At-Large Member
Carol Simmons	Child Care Planning Council	Child Care and Development
Terese Voge	Center for Applied Research Solutions	Parenting

In addition, the Department requests the Board accept the Sonoma County Maternal, Child & Adolescent Health Annual Report for FY 11-12 (MCAH FY 11-12 Report). The MCAH FY 11-12 Report highlights the accomplishments of the MCAH Program and Advisory Board including:

- Linking 9,567 visitors with up-to-date health information and resources through the MCAH website;
- Assisting over 300 callers through the MCAH Toll Free Line to find services including low-cost health insurance, child safety seats, flu vaccines and birth control services;
- Identified and explored barriers for pregnant women receiving early prenatal care;
- Trained over 100 nurses at four delivery hospitals on care of substance-exposed newborns;
- Hosted trainings for over 50 staff and community partners on motivational interviewing;
- Expanded the Nurse –Family Partnership program servicing over 152 first-time pregnant women and their babies; and
- Provided ongoing case management for 400 pregnant and parenting teens.

**Prior Board Actions:**

In August 2012, the Board appointed Donna Bassett and Stacey Stirling to the Maternal, Child and Adolescent Health Advisory Board each for a term of two years.

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

The MCAH Board works to promote the physical, social and emotional health of women, adolescents, and their families in Sonoma County.

**Fiscal Summary - FY 12-13**

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

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

There is no fiscal impact associated with this item.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>
N/A
<b>Attachments:</b>
Sonoma County Maternal, Child and Adolescent Health Annual Report for FY 2011-2012
<b>Related Items "On File" with the Clerk of the Board:</b>
None

# Sonoma County Maternal, Child & Adolescent Health

## Annual Report for FY 2011-2012



This report highlights accomplishments of the MCAH Program and Advisory Board in FY11/12 to address MCAH Priorities for 2010-2014.

For more information:

- Visit the MCAH website @ [www.sonoma-county.org/mcah](http://www.sonoma-county.org/mcah)
- Contact Elisabeth Chicoine, MCAH Director at 565-4551 or [Elisabeth.Chicoine@sonoma-county.org](mailto:Elisabeth.Chicoine@sonoma-county.org)

**Department of Health Services  
Public Health Division**

## **Maternal, Child and Adolescent Health Advisory**

The MCAH Advisory Board is a dedicated group of community volunteers who come together to promote the physical, social and emotional health of childbearing women, children and adolescents in Sonoma County by sharing resources, coordinating activities and advising the Sonoma County Board of Supervisors and the Department of Health Services on the needs of the community.

### **Members for 2011-2012**

Judy Adams, PHN - SELPA, School Nurse

Rebecca Barragan - HSD, Economic Assistance

Gina Cuclis - Parent, Sonoma Valley

Adrienne Davis, MPH, CHES - Kaiser Permanente Medical Center

Marty Dekay-Bemis—West County Health Centers

Nikki Efigenio, RD - Alliance Medical Center WIC Program

Mignon Evans - HSD, Family, Youth & Children

Karla Fittipaldi—The Living Room

Rory Gibbens-Flores - Southwest Community Health Center

Tracy Greenwald - Community Action Partnership

Robyn Harrington - Verity

Grace Harris, MFT - California Parenting Institute

Jeanette Koshar, RN, NP, PhD - Sonoma State University

Annie Nicol, FNP - Petaluma Health Center, St. Joseph Health System

Ed Sheffield, MPA - Representative, Assemblywoman. Noreen Evans

Carol Simmons, RN - Child Care Planning Council

Terese Voge, MPA - Center for Applied Research Solutions



## Maternal, Child and Adolescent Health (MCAH) Program

The Sonoma County MCAH Program serves in a leadership role as a convener and coordinator of community-wide services and programs to enhance the health of local maternal and child populations. In addition, the program works closely with several community partners to provide direct services as part of a safety net system of care for high risk MCAH populations. The MCAH Advisory Board works closely with the MCAH program to continually assess and address local MCAH issues. Program staff include public health nurses, social workers, health educators, public health assistants, an epidemiologist, and dedicated support staff. The program is located within the Public Health Division of the Sonoma County Department of Health Services.

### Mission Statement

The mission of the MCAH Program is to promote the physical, social and emotional health of Sonoma County childbearing women, children, adolescents and their families.

### Program Goals

- All children are born healthy to healthy mothers.
- No health status disparities among racial/ethnic, gender, economic and regional groups.
- A safe and healthy environment for women, children, adolescents, and their families.
- Equal access for all women, children and their families to appropriate health care within an integrated system.
- All children have opportunities to maximize their potential.

## Demographics of Sonoma County's MCAH Population\*

- In 2011 there were 5,140 births in the county. This follows a downward trend observed over the past decade. [California Department of Public Health, Statistical Master Files](#)
- 42% of births are to Hispanic mothers and a growing number (35%) are to mothers who identify themselves as "multi-racial".  
[California Dept. of Public Health, Center for Health Statistics, Birth Statistical Master Files](#)
- While the overall teen birth rate is declining and significantly lower than California's, birth rates for Hispanic and American Indian teens are higher than other groups. Almost 70% of all teen births in Sonoma are to Hispanic mothers.  
[California Department of Public Health, January 2010](#)
- There are approximately 100,000 children under the age of 18 living in Sonoma County; one-fifth of our population is women of reproductive age (ages 15-44).  
[California Department of Finance, Estimates of Race/Ethnic Population with Age and Gender Detail, 1990-1999, 2000-2010.](#)
- 32% of households have children; almost a third of these are single-parent households. [U.S. Census Bureau, American Community Survey, April 2011](#)
- Sonoma County is the second most expensive area to live in the Bay Area; 45% of students are eligible for Free/Reduced Meals Program.  
[National Housing & Transportation Affordability Index](#)

**\*More data available on *MCAH Fact Sheets* at [http://www.county.org/health/about/publichealth\\_mcahpublicati](http://www.county.org/health/about/publichealth_mcahpublicati)**



## Funding

The MCAH Program is administered with realignment dollars and federal funding received from the Title V Maternal & Child Health Block Grant and Title XIX, Medi-Cal Federal Financial Participation. Home visiting services are supported by First 5 Sonoma County, Human Services Department for Child Abuse Prevention, and Intervention & Treatment (CAPIT).



## Promoting Access to Health Services

- MCAH linked 9,567 visitors with up-to-date health information and resources through the MCAH website. A new grief support page was created to link families with bereavement services.
- Assisted over 300 callers through our MCAH Toll Free line find services including low-cost health insurance, child safety seats, flu vaccines and birth control services.
- Identified and explored barriers for pregnant women receiving early prenatal care and coordinated with Santa Rosa Community Health Centers to increase first trimester access.
- Advocated for policy changes that allow high-risk women enrolled in managed Medi-Cal to receive medication to prevent preterm labor and additional office visits.



## Improving the Quality of Care & Services for Women & Children

- Actively participated in planning the October 2011 Latino Health Forum "Raising Healthy Children: Preconception through Adolescence" reaching over 200 community stakeholders with information about primary prevention strategies.
- Trained over 100 nurses at four delivery hospitals on care of substance-exposed newborns and the 2011 guidelines for safe infant sleep from the American Academy of Pediatrics.
- Conducted a half-day session at Sonoma County Office of Education for 22 school nurses, updating them on immunizations, access to health coverage, and community resources for at-risk children.
- Hosted training for over 50 staff and community partners on Motivational Interviewing to increase effectiveness of interventions to promote positive behavior change among pregnant and parenting women.
- Convened Mother-Baby Collaborative with representatives from all Sonoma County birth hospitals and WIC agencies to strengthen lactation support services.
- Provided technical assistance to health centers to implement electronic health record systems that improve coordination of services for maternal-child populations.
- In collaboration with UC San Francisco adapted for local implementation a telephonic support program for postpartum women that encourages adoption of healthy behaviors and decrease their risk for Type 2 diabetes.



## Helping Pregnant Women & Teens Have Healthy Babies

- Expanded Nurse-Family Partnership program, serving **152** first-time pregnant women and their babies during its second year in Sonoma County.
- Provided ongoing case management for **400** pregnant and parenting teens through the Adolescent Family Life Program (AFLP) "*Teen Parent Connection*".
- Provided ongoing home-based case management and health promotion services to **325** high risk pregnant and parenting women and their families through the Maternal Child Field Nursing Program
- Public Health Assistants located **78** pregnant women who failed to keep prenatal visits and assisted them to return to care through the "*Prenatal Care – Missed Appointment Program*".
- Provided bereavement support to three families that experienced a presumed SIDS death.



## Client Story from Our Home Visiting Program ...

Jean (not her real name) was five months pregnant when she enrolled in the Nurse Family Partnership (NFP) program. 19 years old, single and without safe or suitable housing, Jean chose to meet with her nurse at the park, the library, and in the nurse's car. Jean was struggling with mental illness, a history of drug abuse and alcohol use early in her pregnancy. Despite these challenges, Jean showed the strength and commitment to quit smoking. The father of the baby provided her with emotional support throughout the pregnancy despite his own struggles with mental illness.

Because of Jean's emotional fragility and limited ability to trust others, she could not work or take public transit. She had no car or driver's license, had not finished high school, had dental problems from drug use, and now struggled with the challenges of preparing to be a mother.

Despite often missing her medical appointments, Jean reliably met with her NFP nurse. The nurse focused her initial efforts to help Jean and her partner secure stable housing, access healthy food, and strengthen her connections with her health care providers. Before the baby was born the couple was able to qualify for HUD housing and were finally in a clean and safe home.

Once in their new home, the NFP nurse began regular "home" visits. On her first visit in their new apartment, she saw that the baby slept safely in the crib she had provided but Jean and her partner were sleeping on the floor with blankets and pillows. The only other furniture in the home was a single chair. The NFP nurse wrote a Secret Santa letter to the local radio station (KZST) and contacted other community resources on behalf of her client. She was able to secure donated furnishings, toys, and food. Jean was overwhelmed by the generosity of others.

A year later, the NFP nurse still meets regularly with Jean and her family. So much has changed for the better. Jean is enrolled in Sonoma Works, and now takes the bus to the SRJC with a goal to obtain her GED. She is a loving mother having learned how to care, feed, and play with her young child. At one year of age, her baby is thriving.

**Many agencies helped this family become more self sufficient and the critical link was the NFP nurse. What a difference one nurse can make!**

## Supporting Healthy Child & Adolescent Development

- Collaborated with the Teen Health Advocacy Coalition to develop and distribute over 10,000 Teen Eyes resources cards linking teens with sensitive health and human services. Teen posters were placed in schools, libraries and other community locations.
- Provided recommendations for the Oral Health Task Force report to improve access to dental care for low income children and pregnant women.
- Hosted a forum for over 65 health professional on perinatal mental health, highlighting the relationship between maternal mental health and child development.
- Evaluated Safely Surrender Baby program and made recommendations to Human Services Department and the Board of Supervisors on expanding sites to protect vulnerable infants.
- Established a community crib program in partnership with Safe Kids helping 124 low-income families secure a safe sleep environment for their infant.





## Featured Work: *CityMatCH* Practice Collaborative



Sonoma was selected with five other communities across the country to participate in a practice collaborative to prevent substance exposed pregnancies. Funded by the CDC's *National Center on Birth Defects and Developmental Disabilities*, the CityMatCH collaborative provides technical assistance from national experts to employ evidence-based strategies that reduce alcohol use by women of reproductive age. MCAH has engaged several community partners in this work including: Santa Rosa Family Medicine Program, Santa Rosa Community Health Centers, Petaluma Health Center, Partnership Healthplan of California, Santa Rosa Kaiser Permanente, Drug Abuse Alternatives Center, Women's Recovery Services, The Living Room, Planned Parenthood and a representative from California Department of Public Health. ***Workgroups are focusing on three objectives over an 18 month period: screening for women who engage in risky alcohol and drug use before pregnancy at well woman visits; helping women to stop risky use and/or adopt effective methods of birth control; and increasing awareness among physicians and community members about misuse and abuse of opioid prescription drugs.***

### **MCAH Priorities 2010-2014**

The following priorities were identified for fiscal years 2010-2014 for the MCAH population.

- **Improve access to a medical home that includes physical, oral and mental health services.**
- **Promote healthy behaviors including healthy eating, physical activity and oral hygiene.**
- **Prevent tobacco, alcohol and other drug use by youth, teens and childbearing women.**
- **Strengthen assets of youth to reduce risk-taking behaviors and increase educational attainment.**
- **Improve immunization rates.**
- **Promote effective parenting skills.**



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 38**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 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 District

**Title:** Appointment

**Recommended Actions:**

Appoint Chanchal Dola to the Alcohol and Drug Problems Advisory Board for a three year term, effective February 26, 2013 through February 25, 2016. (Third District)

**Executive Summary:**

**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>			
None			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 39**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Shirlee Zane, 565-2241

**Supervisorial District(s):**

Third District

**Title:** Appointment

**Recommended Actions:**

Appoint Kristen Noel to the Alcohol and Drug Problems Advisory Board for a three year term, effective February 26, 2013 through February 25, 2016. (Third District)

**Executive Summary:**

**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>			
None			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			





County of Sonoma  
Agenda Item  
Summary Report

**Agenda Item Number: 40**  
(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 26, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors (5<sup>th</sup> District)

**Staff Name and Phone Number:**

**Supervisory District(s):**

Supervisor Efren Carrillo, 565-2241

Fifth District

**Title:** Appointment

**Recommended Actions:**

Approve Appointment of Michael Nicholls to the Economic Development Board from February 26, 2013 coterminous (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 12-13**

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

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

N/A

**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:**

None.



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 41**  
(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 26, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors (5<sup>th</sup> District)

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Supervisor Efren Carrillo, 565-2241

Fifth District

**Title:** Appointment

**Recommended Actions:**

Approve Appointment of Christopher Kerosky to the Commission on Human Rights from February 26, 2013 through February 26, 2015 (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 12-13**

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

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

N/A

**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:**

None.



County of Sonoma  
Agenda Item  
Summary Report

**Agenda Item Number: 42**  
(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 26, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors (5<sup>th</sup> District)

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Supervisor Efren Carrillo, 565-2241

Fifth District

**Title:** Appointment

**Recommended Actions:**

Approve Appointment of Ramon Meraz to the Commission on Human Rights from February 26, 2013 through February 26, 2015 (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 12-13**

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

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

N/A

**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:**

None.



County of Sonoma  
Agenda Item  
Summary Report

**Agenda Item Number: 43**  
(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 26, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors (5<sup>th</sup> District)

**Staff Name and Phone Number:**

**Supervisory District(s):**

Supervisor Efren Carrillo, 565-2241

Fifth District

**Title:** Appointment

**Recommended Actions:**

Approve Appointment of Ed Liebzig to the Spud Point Marina Advisory Board from February 26, 2013 at the pleasure of the Board (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 12-13**

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

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

N/A

**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:**

None.





County of Sonoma  
Agenda Item  
Summary Report

**Agenda Item Number: 44**  
(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 26, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors (5<sup>th</sup> District)

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Supervisor Efren Carrillo, 565-2241

Fifth District

**Title:** Appointment

**Recommended Actions:**

Approve Appointment of Joe Bartolomei to the Sonoma County Tourism Board from February 26, 2013 through December 31, 2014 (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 12-13**

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

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

N/A

**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:**

None.



County of Sonoma  
Agenda Item  
Summary Report

**Agenda Item Number: 45**  
(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 26, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors (5<sup>th</sup> District)

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Supervisor Efren Carrillo, 565-2241

Fifth District

**Title:** Appointment

**Recommended Actions:**

Approve Appointment of Eric Koenigshofer to the Agricultural Preservation and Open Space Fiscal Oversight Committee from February 26, 2013 through February 26, 2015 (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 12-13**

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

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

N/A

**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:**

None.



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 46**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 707-565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Appointment

**Recommended Actions:**

Approve Appointment of Herman Hernandez to the Parks and Recreation Advisory Commission from February 26<sup>th</sup>, 2013 through February 26, 2015 (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

**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>

<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>			
None.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 47**  
(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 26, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors (5<sup>th</sup> District)

**Staff Name and Phone Number:**

**Supervisory District(s):**

Supervisor Efren Carrillo, 565-2241

Fifth District

**Title:** Appointment

**Recommended Actions:**

Approve Reappointment of Kathy Smith to the Mental Health Board from February 26, 2013 through December 31, 2014 (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

### Fiscal Summary - FY 12-13

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

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

N/A

**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:**

None.





County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 48**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 707-565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Reappointment

**Recommended Actions:**

Approve reappointment of Jeffrey Holtzman to the Agricultural Preservation and Open Space Advisory Committee from December 15, 2012 through December 15, 2014 (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

**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>

<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>			
None.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 49**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Department of Child Support Services (DCSS)

**Staff Name and Phone Number:**

Julie S. Paik (707) 565-4141

**Supervisorial District(s):**

All Districts – County-wide

**Title:** Recognition of Child Support Performance Awards

### **Recommended Actions:**

Request the Board of Supervisors recognize Sonoma County Department of Child Support for receiving awards for the “Top Overall Performance – Medium Size County”, “Top 10 County – Statewide”, and “Most Improved – Medium Size County” from the California Department of Child Support Services.

### **Executive Summary:**

On January 16, 2013, the Sonoma County Department of Child Support Services (“Department”) received the “Top Overall Performance – Medium Size County”, “Top 10 County – Statewide”, and “Most Improved – Medium Size County” awards from the California Department of Child Support Services (“State”). The Department exceeded the State goals as follows:

Goal 1 - Paternity Establishment 100% - **Achieved 108.7%**

Goal 2 – Cases with a Support Order Statewide Goal 84% - **Achieved 94.1%**

Goal 3 – Current Support Collected Statewide Goal 60% - **Achieved 70.2%**

Goal 4 – Cases with Collections on Arrears Statewide Goal 64% - **Achieved 70.2%**

Goal 5 – Cost Effectiveness Statewide Goal \$2.54 - **Achieved \$2.76**

Sonoma County qualifies as a “medium size” county based on the Department’s current caseload of 13,000. Currently, there are 13 counties in California classified as medium sized, Sonoma received awards for achieving the “top overall performance” and the “most improved” of medium size counties. The State also presented the Department with an award recognizing Sonoma as a “top 10” county out of 58 counties statewide; Sonoma ranked number 6 in the State. State Interim Director Kathleen Hrepich stated, “Once each year, we recognize counties that have exceeded the annual goals set for performance in the child support program. The top performers are to be especially commended, given the difficult economic conditions in which all child support professionals operate. Higher performance means more dollars for California’s families and children.”

Each year, the Department continues to find new strategies to increase collections to be distributed back to Sonoma County families while remaining cost effective. Child Support professionals in Sonoma County are highly dedicated and find personal rewards in helping families achieve financial stability. The children of our community deserve this important public service that is vital to their current success and creates an optimistic future. The Department is honored to receive three State awards for performance in 2012 and is eager to be a top performer in 2013.

**Prior Board Actions:**

On 2/21/12 the Board recognized the Department of Child Support Services for receiving the Top Performing County – Medium Size and Top Ten County – Statewide Awards.

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

Child Support provides economic stability to families in Sonoma County. By exceeding the goals on the performance measures, the increased money distributed to families contributes to the health and well-being of the children.

**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>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>

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

This item is for recognition only and has no budgetary impacts.

**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

<b>Attachments:</b>
None
<b>Related Items "On File" with the Clerk of the Board:</b>
None



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 50**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Unanimous

**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):**

Fourth District

**Title:** Adopt a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance to Set Speed Limit on Somers Street in the community of Fulton (#88009) - First Read

**Recommended Actions:**

Adopt a resolution introducing, reading the title of, and waiving further reading of a proposed ordinance to set a speed limit on Somers Street in the community of Fulton between D Street and River Road. (#88009) (Fourth District)

**Executive Summary:**

Staff received a request to establish a 25 mile per hour speed zone in the community of Fulton, on Somers Street between D Street and River Road. The concern expressed was that some motorists use this roadway to by-pass the signal at Fulton and River Roads and travel northerly toward River Road at speeds that could be unsafe. As this roadway currently has no posted speed limit, options for enforcement by the California Highway Patrol (CHP) are extremely limited, and as a practical matter, non-existent. Staff conducted a radar speed study and found that the measurements obtained would support the establishment of a 25 mile per hour speed zone. Once established, the CHP would be able to use radar as an enforcement tool. The estimated cost of labor and materials for sign installation is \$500 and appropriations are available within the 2012-13 Road Maintenance Budget.

**Prior Board Actions:**

None.

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

By establishing the speed limit on this local road, the CHP will be able to enforce it with radar. It will continue to be a bypass or relief route for traffic on Fulton Road, but the speeding should be more controlled.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 500.00		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 500.00
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 500.00</b>	<b>Total Sources</b>	<b>\$ 500.00</b>

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

--

**Staffing Impacts**

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

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

--

**Attachments:**

Location Map; Resolution of Introduction; Ordinance; CHP Letter

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

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County of Sonoma  
State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Introducing, Reading the Title of and Waiving Further Reading of an Ordinance of the County  
of Sonoma, Establishing a 25-Mile Per Hour Prima Facie Speed Limit on Somers Street No.  
88009, Near the Community of Fulton, From D Street at Postmile 10.03 to River Road at  
Postmile 10.21.**

**Whereas,** a proposed ordinance has been introduced and the title read;

**Now, Therefore, Be It Resolved** that further reading of the ordinance is waived.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

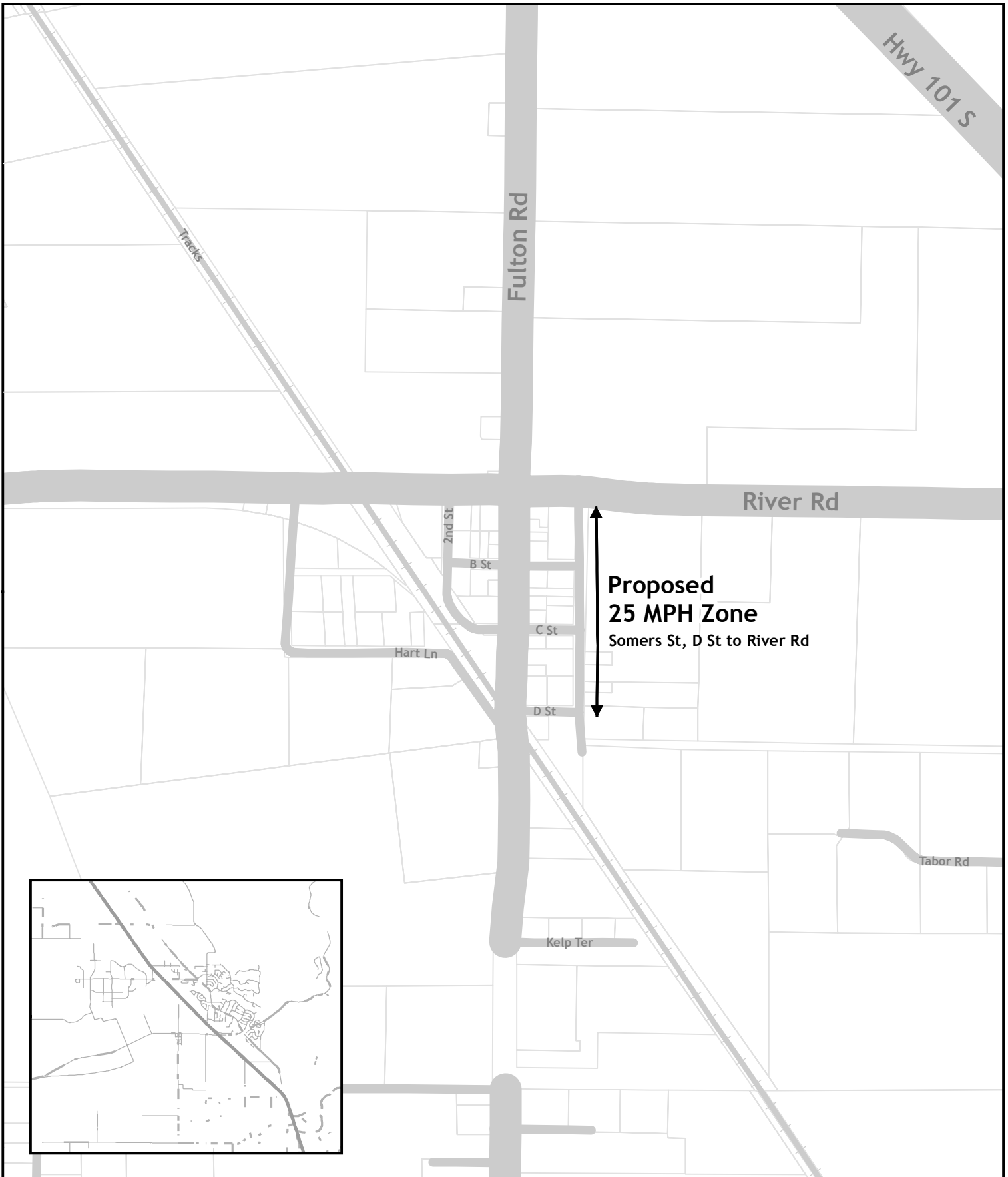
Absent:

Abstain:

**So Ordered.**



# Location Map



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ESTABLISHING A PRIMA FACIE SPEED LIMIT ON SOMERS STREET AND AMENDING SONOMA COUNTY ORDINANCE NO. 664**

**THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:**

**SECTION I:**

Pursuant to the authority provided by California Vehicle Code Section 22358, the Board of Supervisors hereby determines, on the basis of an Engineering and Traffic Survey completed in compliance with the requirements set forth in California Vehicle Code Section 627 made upon those certain portions of the County highways as set out in this Ordinance and upon the basis of the findings of these investigations, that each portion of the County highway as set out in this Ordinance should have a prima facie speed limit as herein designated. The Board further determines that these prima facie speed limits are reasonable and safe and are most appropriate to facilitate the safe and orderly movement of traffic on the portions of the County highways as are herein listed under each of the prima facie speed limits.

**SECTION II:**

Subsection 119 is hereby added to Section IV of Sonoma County Ordinance No. 664 (said Section establishes a prima facie speed limit of 25 miles per hour on certain highways in the County of Sonoma) to read:

Somers Street (#88009) from the northerly right of way of D Street (#88012) to the southerly right of way of River Road (#8802B), Post Miles 10.03 to 10.21.

**SECTION III:**

The Board of Supervisors finds and determines that this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment. The Director of Transportation and Public Works is directed to file a notice of determination that this ordinance is exempt from CEQA and the State CEQA Guidelines.

**SECTION IV:**

This Ordinance shall be, and the same is hereby declared to be in full force and effect from and after thirty (30) days after 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.

**SECTION V:**

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or 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 VI:**

This Ordinance shall not be codified.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the \_\_\_\_ day of \_\_\_\_\_, 2013, and finally passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 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.**

By: \_\_\_\_\_  
Chair, Board of Supervisor  
County of Sonoma, State of California

ATTEST:

By: \_\_\_\_\_  
Veronica A. Ferguson, Clerk of the  
Board of Supervisors of said County

COUNTY OF SONOMA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC WORKS  
2300 COUNTY CENTER DRIVE, SUITE B 100  
SANTA ROSA, CALIFORNIA 95403

Susan R. Klassen, Interim Director  
Thomas F. O'Kane, Jr., Interim Director



AREA CODE (707)  
ROADS.....565-2231  
TRANSIT.....585-7516  
REFUSE.....565-7940  
AIRPORT.....565-7243  
AIR POLLUTION.....433-5911  
FAX.....565-2620  
[www.sonoma-county.org/tpw](http://www.sonoma-county.org/tpw)

January 16, 2013

Captain Greg Tracey  
California Highway Patrol  
6100 LaBath  
Rohnert Park, CA 94928

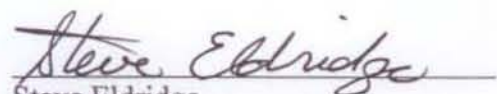
RE: Somers Street #88009

The Traffic Department is considering placing a 25 mph speed limit zone on Somers Street, from D Street to River Road.

We wish to know if you have any objections to our placing this speed limit zone. Enclosed is a copy of an Engineering and Traffic Survey with all pertinent information. Please respond by filling in the information below and returning this letter to our office.

If you have any questions, please phone us at 565-2231.

THOMAS F. O'KANE JR., INTERIM DIRECTOR,  
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

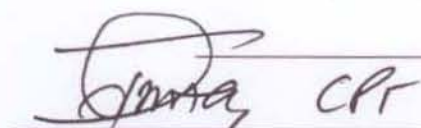
  
Steve Eldridge  
Engineering Technician III

Enclosures

\*\*\*\*\*

No Objections

Objections (please specify):

  
Signature

1-21-13  
Date



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 51**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Ben Stone, 565-7170

**Supervisorial District(s):**

All.

**Title:** Sonoma County Tourism Annual Report

### **Recommended Actions:**

Presentation of the Annual Report for 2012 and 2013 Marketing Plan prepared by Sonoma County Tourism and update on ongoing program initiatives.

### **Executive Summary:**

On November 2, 2004, the Sonoma County Board of Supervisors (Board) adopted the ordinance creating the Sonoma County Tourism Business Improvement Area (SCTBIA). Under the ordinance, lodging establishments generating annual room revenue of \$350,000 or more must pay an assessment equal to 2% of such revenue. Proceeds from assessments are used to pay for marketing and other efforts to increase overnight visitors to the county.

In January 2005, the Board appointed five members to the Sonoma County Tourism Business Improvement Area Advisory Board which is charged with advising the Board of Supervisors on the amount of the Area's Assessments and on the services, programs and activities to be funded by the Assessments, and in February 2005, appointed eight (8) of the 22-member body to the Sonoma County Tourism Bureau (SCTB) Board of Directors.

In June 2005, the Board executed an agreement with the SCTB to carry out services, activities, and programs promoting tourism to Sonoma County, funded by assessments from within the SCTBIA.

In accordance with the ordinance and state law, the SCT Board has submitted to the Board, an Annual Report for 2012. The Report contains information on the activities carried out in 2012 and the activities to be carried out in 2013. The report also contains a budget showing that the revenues from assessments and all other sources are sufficient to carry out the services, programs, and activities set forth in the plan. Staff finds the SCT in compliance with all the requirements of the ordinance and agreement. The following are some highlights from the report, as provided by the SCT:

**Accomplishments and Objectives:**

**2012 Accomplishments**

1. Launched a common brand mark with Sonoma County Vintners and Sonoma County Winegrape Commission: Sonoma County Tourism, Sonoma County Winegrowers, and Sonoma County Vintners.
2. Marketing campaigns “Do You Speak SONOMA”, “We are Sonoma County”, and “Sonoma Sneakaway” have been integrated to provide opportunities for our partners to be involved.
3. Sonoma County Tourism’s Board of Directors voted to offer direct marketing support to non-lodging tourism-related businesses in the cities of Sonoma and Healdsburg.
4. Certified Tourism Ambassador Program was launched in August 2012.

**2013 Initiatives**

1. Launch new website with greater mobile presence and targeted content for the audience.
2. Expand Certified Tourism Ambassador program to train 500 front-line employees to become experts on Sonoma County so that every visitor’s experience is a positive one.
3. Ongoing collaboration with partners such as “the Trio” (Sonoma County Tourism, Winegrowers, and Vintners), Sonoma County Regional Parks, arts organizations, and economic development organizations to grow Sonoma County’s market share.
4. Prepare for new geographic markets in Asia.

The Board has conditionally approved on 12/4/12 the resolution approving and confirming the Annual report for 2012, the Marketing Plan for 2013, and levy of the Annual Assessment for the Sonoma County Tourism Business Improvement Area, for the Annual Assessment to remain effective through the upcoming calendar year, 2013.

This is the formal presentation and discussion on the Annual report and Marketing Plan, as well as other SCT initiatives that were requested for the Board’s final approval.

**Prior Board Actions:**

1/31/12: 2011 Annual Report and 2012 Marketing Plan presentation.

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

The efforts of Sonoma County Tourism support economic development and growth through promotion of the county.

**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 impacts. Sonoma County Tourism receives a portion of the Transient Occupancy Tax each fiscal year. In FY 12/13, Sonoma County Tourism will receive \$1,929,487.

**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:**

Business Improvement Area ordinance No. 5525 and Sonoma County Tourism Annual Report 2012 and 2013 Marketing Plan





do you speak **SONOMA**?



Board of Supervisors  
February 26, 2013





# Introduction - Board and Officers



Marshall Bauer  
Wine Country Party & Events, Owner

Percy Brandon  
Vintners Inn, General Manager

Jennifer Buffo  
Pure Luxury Transportation, Owner/COO

Floriann Bynum  
Flamingo Resort & Spa, General Manager

Dan Christenson, Treasurer  
Geyserville Inn, Owner

Jonathan Coe  
Santa Rosa Chamber of Commerce, Director

Rick Corcoran  
Fairmont Sonoma Mission Inn & Spa, General  
Manager

District 5 Member  
To be named Feb 26, 2013

Dan Evans  
Sheraton Sonoma County Petaluma, Senior VP

Nick Frey  
Sonoma County Winegrowers, President

Keith Hill  
Timber Cove Inn, General Manager

Michael Kennett, Secretary  
Fern Grove Cottages, Owner/Innkeeper

Rachel LeGrand  
Russian River Getaways, Owner

Roger Life  
Hilton Sonoma Wine Country, General Manager

Kirk Lok  
The Lok Group of Companies, President/CEO

James Luchini  
Francis Ford Coppola Winery, Special  
Events/Performing Arts Manager

Tim McGregor, Chair  
Bodega Bay Lodge, General Manager

Jason Oliveras  
Hampton Inn & Suites, General Manager

Dan Parks  
Sonoma Creek Inn, Owner

Wendy Peterson  
Sonoma Valley Visitors Bureau, Executive Director

David Scott  
Sheraton Sonoma County Petaluma, General  
Manager

Pauline Wood, Vice Chair  
Petaluma KOA, General Manager

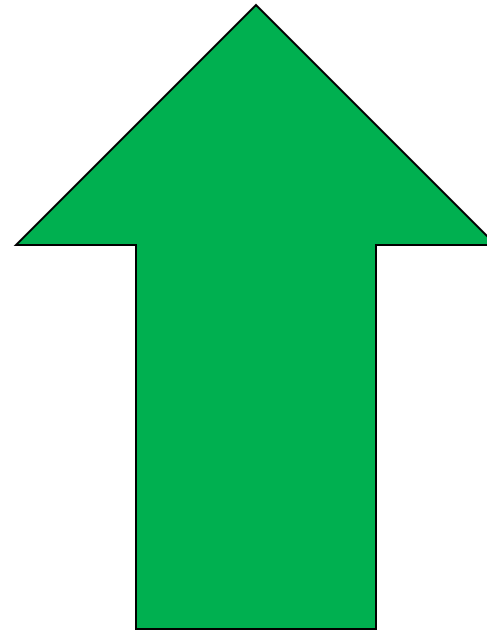
Veronica Ferguson  
County Administrator

Jennifer Rogers  
Administrator Analyst, County Administrator office

# 2012 Report

Lodging occupancy  
up 6.2%

Average daily rate up  
3.6%



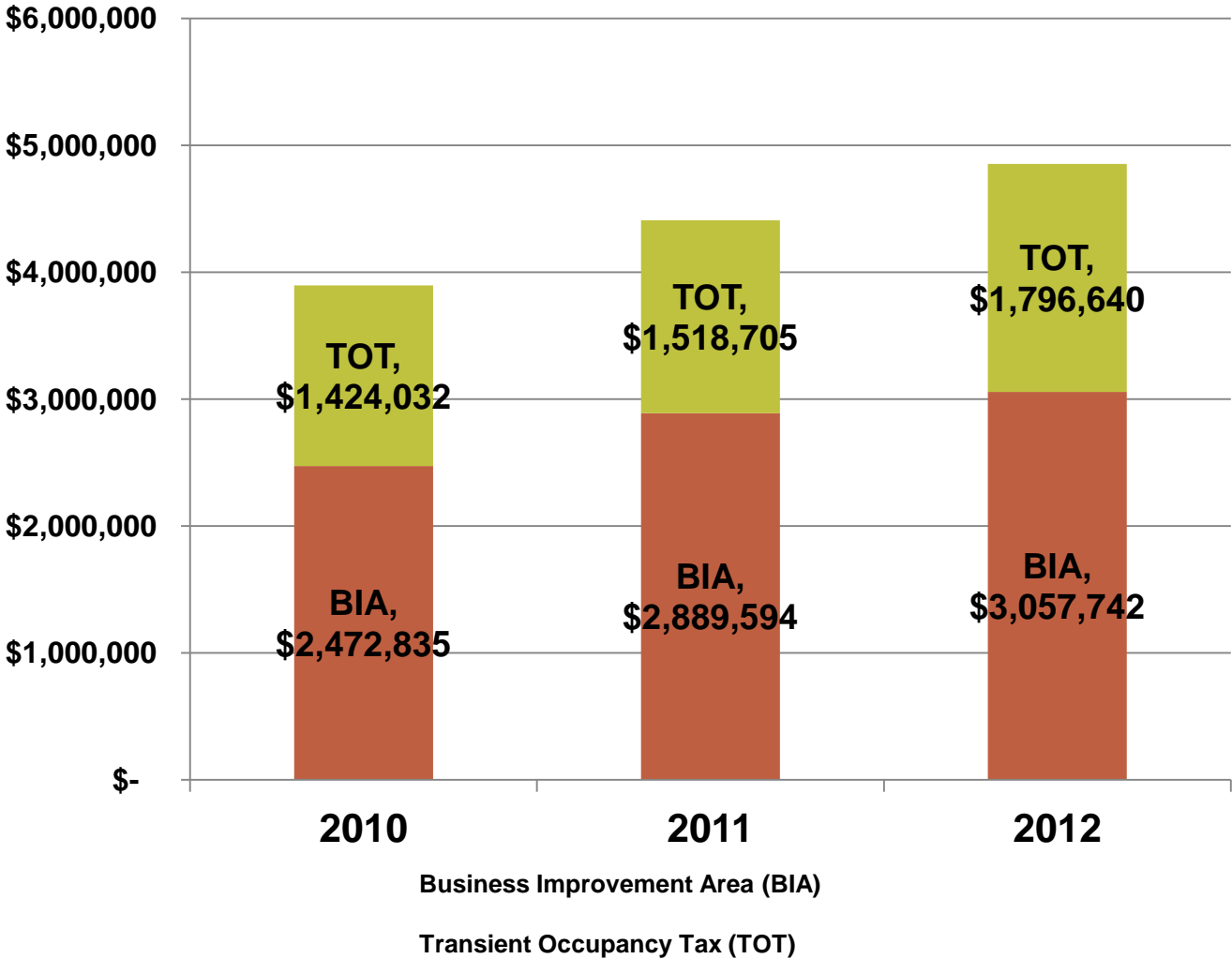
# 2012 Report

- Return-on-Investment
  - SCT BIA: \$209M in destination spending
    - 85:1 ROI
    - \$1.90 taxes collected for each \$1 spent; vs. \$1.40 : \$1 state avg
  
- Destination Unity
  - Healdsburg and Sonoma
  - Better serve customers
  - 80 more businesses included in programs
  
- Certified Tourism Ambassador
  - More than 300 CTAs certified
  - 120 registered for future classes
  - 95% approval rating from attendees

# Tourism Champion – Tom Klein

- Commissioner with California Travel and Tourism Commission
- Owner Rodney Strong Vineyards
- Helped change region from “North Coast” to “San Francisco Bay Area”
- Better for awareness of Sonoma County as part of SF trip

# Finance: Revenue by Year



# 2013 Budget: Revenue

## 2013 Revenue:

### **Business Improvement Area (BIA)**

\$3,145,914

59% of total revenue

### **Transient Occupancy Taxes (TOT)**

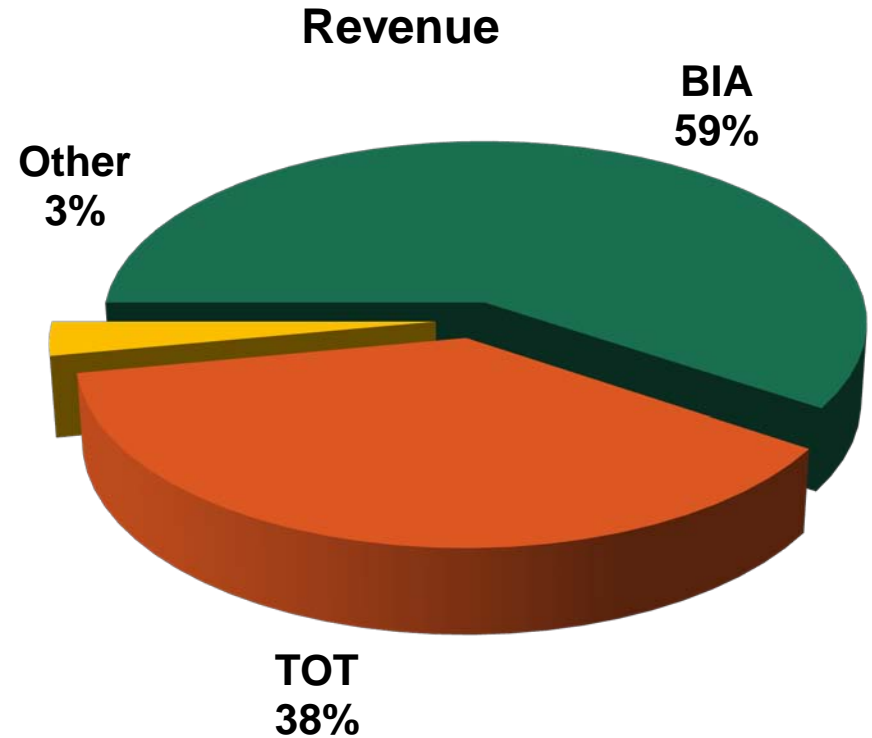
\$1,995,910

38% of total revenue

### **Other** (interest, cost reimbursements, class fees)

\$156,435

3% of total revenue



Total revenue: \$5,298,259

# 2013 Budget: Allocations

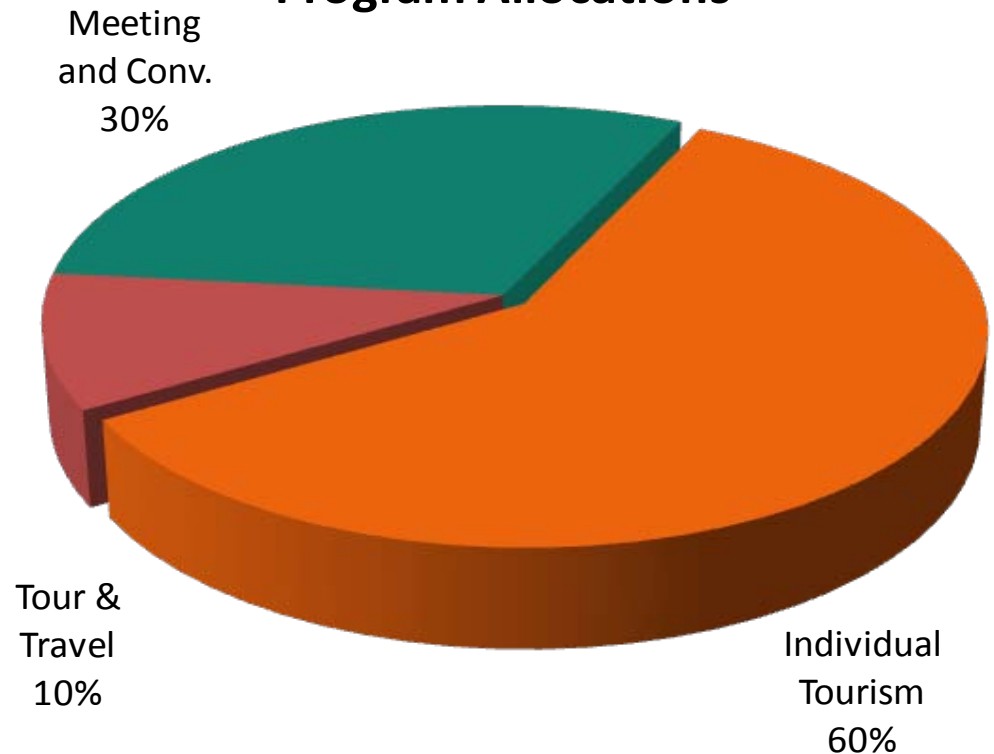


Allocations maximize ROI for increased visitation

After allocating general and administrative and sales general expenses program allocations are:

Individual Tourism = 60%  
Meetings and Conventions = 30%  
Tour and Travel = 10%

## Program Allocations



# Sales 2012: Results



- Growth in leads from weddings, small groups and International markets
- Leads distributed up 23%; potential impact \$21.3 million
- Definite leads up 42%
- Cash incentive = 59 groups booked; \$3.03 million impact
- Wedding leads up 151%; potential impact \$2.2 million



Jamie Ward selling Sonoma County at American Society of Association Executives in Dallas



# Sales 2013: Strategy



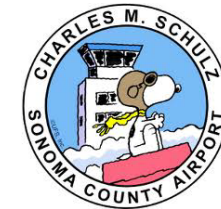
- Stay strong in key markets
- Continue the cash incentive
- Partner with:
  - SF Travel
  - Visit California
  - Brand USA
  - Sonoma County Airport
- Expansion into Asia



SF Travel Client Tour  
Sonoma County



Meeting  
Professionals  
International in  
San Francisco



# 2013: Programs



- ROI- driven sales shows and sales calls – face to face with the customers
- Cash incentive to attract new and off-season meetings / meeting idol program to encourage locals
- Increased exposure to the weddings market
- “Sonoma in the City” with the Vintners Association in Dallas and SF
- Develop new opportunities in both domestic and international markets: meetings, tour and travel, individual



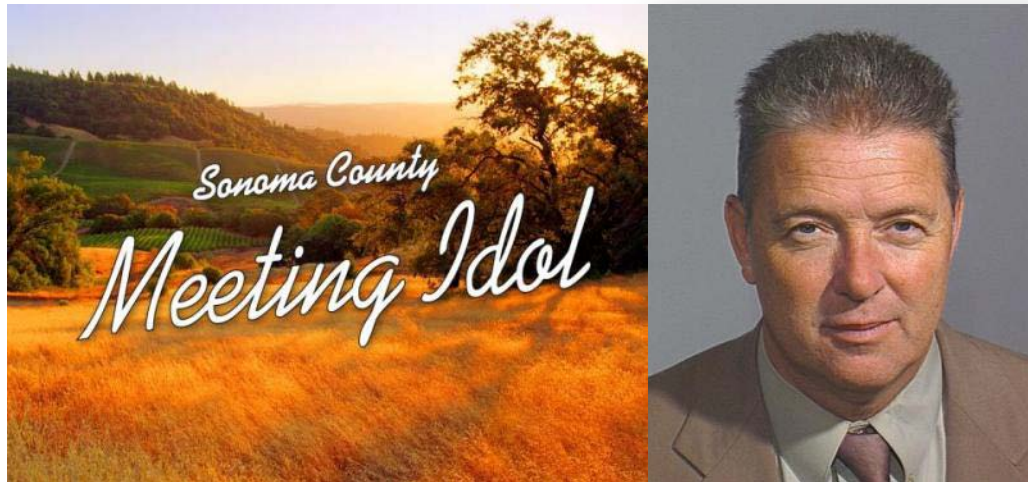
**CalSAE Seasonal Spectacular with partners in Sacramento, Dec 2012**



# Meeting Idol

Sonoma County Resident

who brings in the most overnight visitors for a meeting or group



**2012 Meeting Idol**

**Michael Kennedy**

**Sonoma County Mental Health Director**

Meeting: California Institute for Mental Health

\$160,000+ economic impact

# Marketing, PR, Partnerships Results



- “Speak Sonoma” campaign before millions of potential travelers
- Media exposure in national and international media
- “Sonoma Insider” email program shows \$3 million economic impact
- Website: organic traffic up 25%

A screenshot of a Google search for "visit sonoma". At the top, there is a banner for the "do you speak Sonoma?" campaign. The banner features a man and a woman standing outdoors, with the text "do you speak Sonoma?" and a definition: "Sonomads: n. People who embrace the wanderlust of Sonoma Wine Country." Below the banner is a Google search bar with "visit sonoma" entered. The search results show "About 11,500,000 results (0.20 seconds)". The first result is "[Visit Sonoma Wine Country] | [Sonoma County (Official Site)]" with the URL "www.sonomacounty.com/". The description for this result says: "Information for pleasure or business visitors, including wineries, spas, lodging, dining, outdoor activities, and annual festivals. Contact - What To Do - Visitor Centers - Order a free Visitors Guide". The second result is "Sonoma County Wine Country - Lodging, Wineries, Dining, Current ..." with the URL "sonoma.com/". The description for this result says: "Planning a trip to Sonoma Wine Country and it's your first visit? Don't worry - you're in good hands. Read through our guide for a general overview of the region ... Lodging - Sonoma County Events - Wineries - Things to Do". At the bottom of the search results, there is a promotional message: "To receive the monthly Sonoma Insider email newsletter, please click here and we'll add you to the list. Each month you'll receive exclusive information about Sonoma Wine Country. For example, did you know that Rosso &amp; Bianco wine tastings at the famous Francis Ford Coppola Winery in Geyersville are free? Or that during the cool months, you can enjoy fireside wine tastings on the patio? Visit www.FrancisCoppolaWinery.com for more information." Below this message is a red button that says "TASTING COUPON" and a link: "Finally, in appreciation for your time, please accept free tasting passes by clicking here. Just come on up and visit to redeem!"



# Marketing, PR, Partnerships Results



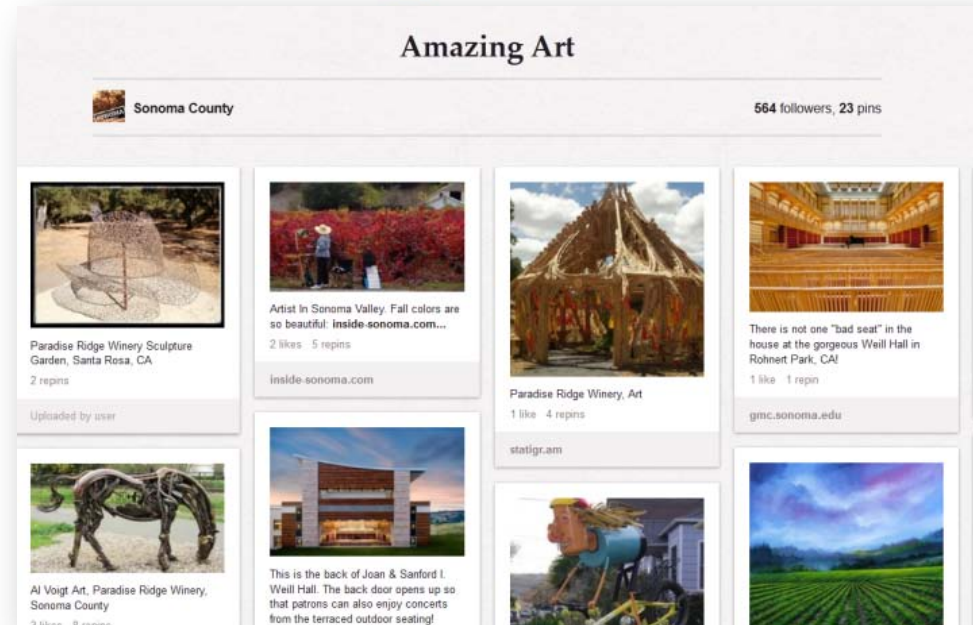
- Visitor Chronicle and Tourism Updates unify messaging
- Trainings: search engine optimization, BrandUSA, China ready, partner info sessions, coffee klatches
- More than 180 pitches, releases and blog posts

The screenshot shows a blog post on the 'inside Sonoma' website. The header includes the site logo and navigation links: Home, Wine, Food, Deals, Art, Wellness, Weddings, Local Sec... The article title is 'SOFA Art Walk – 28 Artists in One Location' by Jen Jones, published 7 months ago. It features social media sharing buttons for Like, Tweet, and +1. The main image shows an art walk with a colorful 'ART WALK' sign and people viewing art. The text describes the event as a studio tour in downtown Santa Rosa, highlighting the local artist community and the SOFA neighborhood. It lists participating galleries like Gallery 300, The Gallery of Sea and Heaven, Studio ISM, and Uribe Studios Backstreet Gallery. The post also mentions nearby amenities like Juilliard Park, Cook House, Atlas Coffee, and Spinster Sisters restaurant. The event details are: 2nd Annual SOFA Art Walk, Saturday and Sunday, August 4 and 5, 2012, from 11:00 a.m. to 5:00 p.m. at SOFA (South A St. Arts District), with the website sofasantarosa.com.

# Marketing, PR, Partnerships Results



- Visitor Guide shows \$14M in economic impact
- Redesign of map – easier to use, cleaner layout
- Started Pinterest, Google +, Facebook meetings pages
- New videos created, “Explore,” “Welcome” and “Speak”



# Marketing, PR, Partnerships Strategy



- Communicate branding to increase overnight stays
- Communicate what SCT does and importance of tourism to economy
- Get partners involved in telling the story
- Use research to adjust marketing and sales efforts

# Marketing, PR, Partnerships Programs



- Advertising
- Branding
- Community Relations
- Data Management
- Email



Speak a little !  
Because you're m  
Learn by immersio  
SonomaCounty.

Sneak away to SONOMA

SonomaInsider E-news

Join us. [Facebook icon] [Twitter icon]

Dear Tim,

As a Sonoma Insider, you already know that each month we offer you great deals, interesting recipes and the best of Sonoma Wine Country, right to your inbox.

We'll keep sending you these special offers - in fact, we are working on a great message to you for later this month.

But I wanted to tell you about "Sonoma Sneakaway", a limited special we are featuring. For the next three months, more than 100 Sonoma County businesses are inviting you to "sneak away" to Sonoma County and discover for yourself what makes this such a spectacular food and wine destination.

Below are some of the specials I've hand-picked for you, as one of our insiders. Feel free to browse all of them at [www.sonomasneakaway.com](http://www.sonomasneakaway.com). (You can even enter to win an incredible Sonoma County getaway while you are at it.)

**TASTING COUPON** Finally, in appreciation for your time, please accept free tasting passes by clicking [here](#). Just come on up and visit to redeem. We hope to see you in Sonoma County soon!

Thanks for reading-

Beth S.  
Sonoma Insider

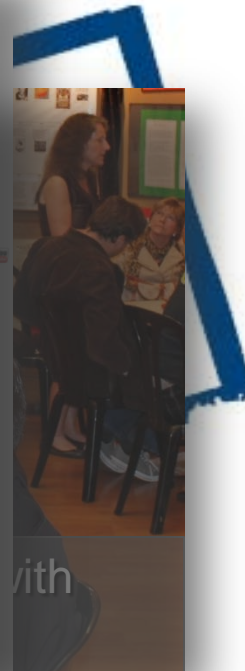
Here are a few reasons to Sneakaway to Sonoma today



Gaige House in Sonoma Valley - Save 25%!

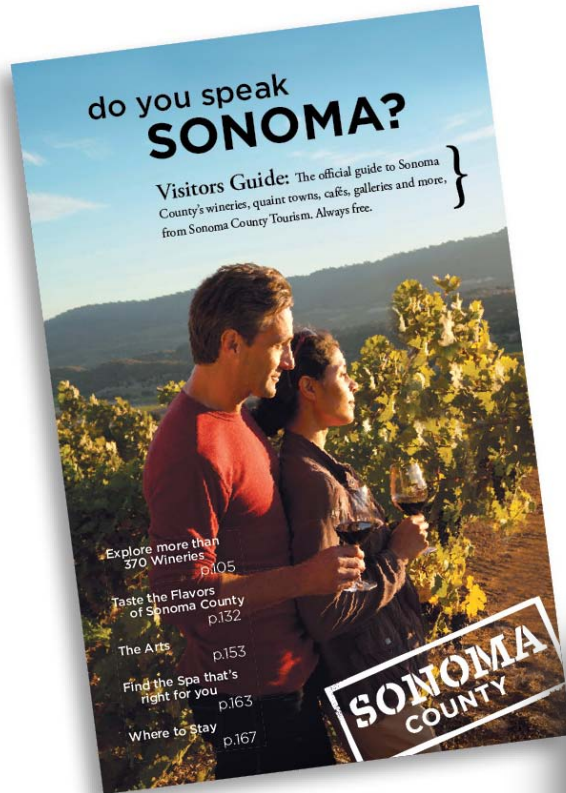
Escape to Sonoma Valley and stay at the beautiful Gaige House for the ultimate in relaxation.

Gaige House Sneakaway Special includes your choice





# Marketing, PR, Partnerships Programs



- Marketing Partnerships
- Media Relations
- Research
- Sneakaway
- Visitor Guide / Map

# Programs: Website



SONOMA COUNTY TOURISM BUREAU



Home Visitor Information Meeting Professional Group Tours Search  Go

- ACCOMMODATIONS
- WINERIES
- SPAS
- GOLF
- OUTDOOR ACTIVITIES
- ARTS/CULTURE
- SHOPPING
- DINING
- ORCHARDS, FARMS...
- CALENDAR OF EVENTS
- GAY & LESBIAN TRAVEL
- TRANSPORTATION
- MAP

**LODGING SPECIALS**  
[Red & Breakfast Package](#)

TODAY'S WEATHER  
 Santa Rosa, CA  
 3:32 PM PST  
 Clear  
 53°F  
 WNW 10 MPH G 13  
[click here](#)

- [About Sonoma County](#)
- [Sonoma County Map](#)
- [Travel Essentials](#)
- [Request Brochure](#)
- [Wine Country Weddings&Meetings](#)
- [Press](#)

Hotels & Lodging Restaurants Activities

### Sonoma Country Features

- 6,300 full and limited service hotel rooms
- Exceptional air service from San Francisco and Oakland International Airports
- Unique meeting venues including wine caves, historic estates, wildlife preserves in natural habitat
- Over 41 spas
- 21 theaters
- Over 200 museums

We are currently in development of...  
 Please look for our site in M...



Sonoma County is conveniently located less than 30 miles north of San Francisco. Boasting over 200 of the world's most award-winning wineries, 76 miles of scenic coastline, pristine beaches, the mystical Russian River, majestic redwoods, 21 challenging golf courses, a thrilling road course and drag strip, more than 40 spas, outstanding theaters, fascinating museums, shopping, botanical gardens, galleries, diverse festivals, farm markets and incredible eateries.

Return to Sonoma County, your perfect getaway anytime of the year.



Order your FREE Visitor's Guide

New Guidelines For Transporting Sonoma Country Products



Postcard from Sonoma County

THE OFFICIAL SITE OF THE SONOMA COUNTY TOURISM BUREAU

Free Visitors Guide About Us Contact Us Media

February 7, 2006

February 8, 2007





## Welcome to Sonoma Country

More than 250 wineries. Quaint towns. Crashing surf. Luxurious spas. Towering redwoods. Mystical rivers. Just 30 miles from San Francisco.



Maps



What To Do



Weddings



Sign up to receive Sonoma Country Specials >

### MAKE RESERVATIONS ONLINE or call (800) 914-7511

Hotels | Cars | Flights | Dining

Select Area

Sonoma County Region		
Check In:	Check Out:	Rooms: Adults: Children:
mm/dd/yyyy	mm/dd/yyyy	1   1   0

More Search Options >

### Plan Your Trip

Whether you want to sightsee, shop, dine, take in a show, relax or play (or all of the above), here is some information to help you get started. Simply click on the category you're interested in for more ideas and information.

- > Where to Stay      > Where to Dine      > Where to Shop
- > What to Do      > Vacation Packages      > Transportation
- > Visitor Info Center      > Gay & Lesbian Travel

### LOCAL SECRETS

more >

### What's Happening in Sonoma Country

#### FEATURED EVENT



#### EVENTS CALENDAR

California's Artisan Cheese Festival  
March

Russian River Wine Road Barrel Tasting  
March

Romantic Rendezvous Wine Country Weekend  
February

See more events >

# February 8, 2008



**inside{sonoma}**  
Wine Country Unfiltered

2010/02/07

Bistro M and Mirepoix in Windsor are hopping! Town Green looks pretty lively - well done Bousquets...

Home Secrets Eat Sip Cook Green Insider GLBT Contact

site search

**LATEST VIDEOS** What's Happening Around Sonoma...

- Garlock Christmas Tree Farm in Sonoma**  
351 Views - 0 Comments
- Powell's Sweet Shoppe in Windsor**  
434 Views - 0 Comments
- Upcoming Plays in Sonoma County**  
548 Views - 0 Comments

**Levi Leipheimer career highlights**  
56 Views - 0 Comments | Videos

**THIS IS WINE COUNTRY**  
You're visiting Inside-Sonoma to get the scoop and we're ready to dish it out. You'll find we're witty, nerdy and slightly absurd. Would you like a little cheese with your wine?

*Insider's Guide...*  
Restaurant Week Giveaway! (February 4th)  
To celebrate the first ever Sonoma County Restaurant

PLAN YOUR SONOMA GETAWAY  
CLICK HERE FOR INFO!  
FLIGHTS - HOTELS  
ATTRACTIONS  
CARS - PACKAGES

GET A VISITOR'S FREE GUIDE  
CLICK HERE FOR INFO!  
EVENTS - FOOD  
ENTERTAINMENT  
NIGHT LIFE

FEATURED WINE EVENTS

Paula Matkins Leamon - Sonoma County, CA  
February 9, 2010

oh how i miss my beautiful Valley of the Moon...

Sonoma County, CA shared a link.  
February 5, 2010

Two-day tickets are still available to Passport to Dry Creek Valley, April 24-25. Imagine this - 2 days packed with amazing wines, paired with amazing foods in amazing Dry Creek Valley!

Passport to Dry Creek Valley Tickets - Buy Discount Tickets and Tours - SonomaCounty.Com Main Site - travel.sonomacounty.com

Buy tickets and tours at Passport to Dry Creek Valley in Healdsburg.

Sonoma County, CA shared a link.  
February 9, 2010

New iPhone App for Sonoma County! Free app has wineries, eats, events, activities and places to stay, and is searchable by location. For wine geeks - filter by varietal so you visit the wineries that have what you like. Anyone have it yet? Peek it here: <http://www.sonomacounty.com/content/iphone>

Sonoma County visit sonoma county for iphone | Official Sonoma County Website  
[www.sonomacounty.com](http://www.sonomacounty.com)

VinOlivo: A Celebration of Wine & Olives

**EVENTS CAL**

Crane Creek Gala Dinner  
February

Essential Grub  
April

Billy Collins & H  
April

See more

tax or play (or  
ated. Simply  
information.

Dine  
packages  
bian Travel

Sonoma County: There's an app for that  
With a single click, download hundreds of reasons to plan your next visit to wine country with the Sonoma County for iPhone.



February 8, 2010

Sonoma County Tourism • SonomaCounty.com

# Launch - New Website

Stakeholders  
/ Users

- **SIMPLE**
- **FUN**
- **EASY**

Staff / Experts

- **INSPIRE**
- **INFORM**
- **INSTIGATE**





California

- Things to Do
- Food & Wine
- Hotels & Lodging
- Maps & Planning
- Travel Tips
- Deals



## WELCOME TO SONOMA COUNTY

Whether you want to taste wines, eat farm-fresh food, get a massage, watch a sunset over the Pacific Ocean, explore a redwood forest, take in a show, play a round of golf; shop 'til you drop; or simply relax – here's some information to help you plan. Order Sonoma County's free Official Visitors Guide [here](#).



WINERIES & WINE



SONOMA COUNTY MAPS



OUTDOOR ACTIVITIES

# SIMPLE



- Clean Layout
- Flat Navigation



## WELCOME TO SONOMA COUNTY

Whether you want to taste wines, eat farm-fresh food, get a massage, watch a sunset over the Pacific Ocean, explore a redwood forest, take in a show, play a round of golf; shop 'til you drop; or simply relax – here's some information to help you plan. Order Sonoma County's free Official Visitors Guide [here](#).



# FUN





- Lively content
- Whimsy
- Visual
  - Photos
  - Videos

**SONOMA INSIDERS TALK:** See all Topics

Weddings Wineries & Wine Gay Travel Wellness

## SONOMA: THREATENED BY FIRE; SAVED BY WINE

by Tina Luster  
Published: February 1st, 2013



Sonoma Valley Hand Pumper

1 of 2

Here in Sonoma County, you could say we're immersed in wine. Even locals who don't consider themselves wine aficionados benefit from living in Wine Country: great climate, locally grown and produced food, world-class wineries and restaurants, and activities and events.

### LINKS WE LOVE

- [Take a Wild, Wonderful Ride with Eclectic Willi's](#)
- [Al fired up about Monti's Rotisserie](#)
- [Buena Vista Winery's Heritage Garden in Sonoma](#)
- [Korbel Champagne Cellars](#)
- [The Abbey at Hopmonk Tavern](#)
- [The Duck Club Sustains the Best of Land and Sea](#)
- [The Ever-Evolving Joy of Zazu Restaurant + Farm](#)
- [Wedding Preparation Can Be as Simple as Mouse Clicks](#)

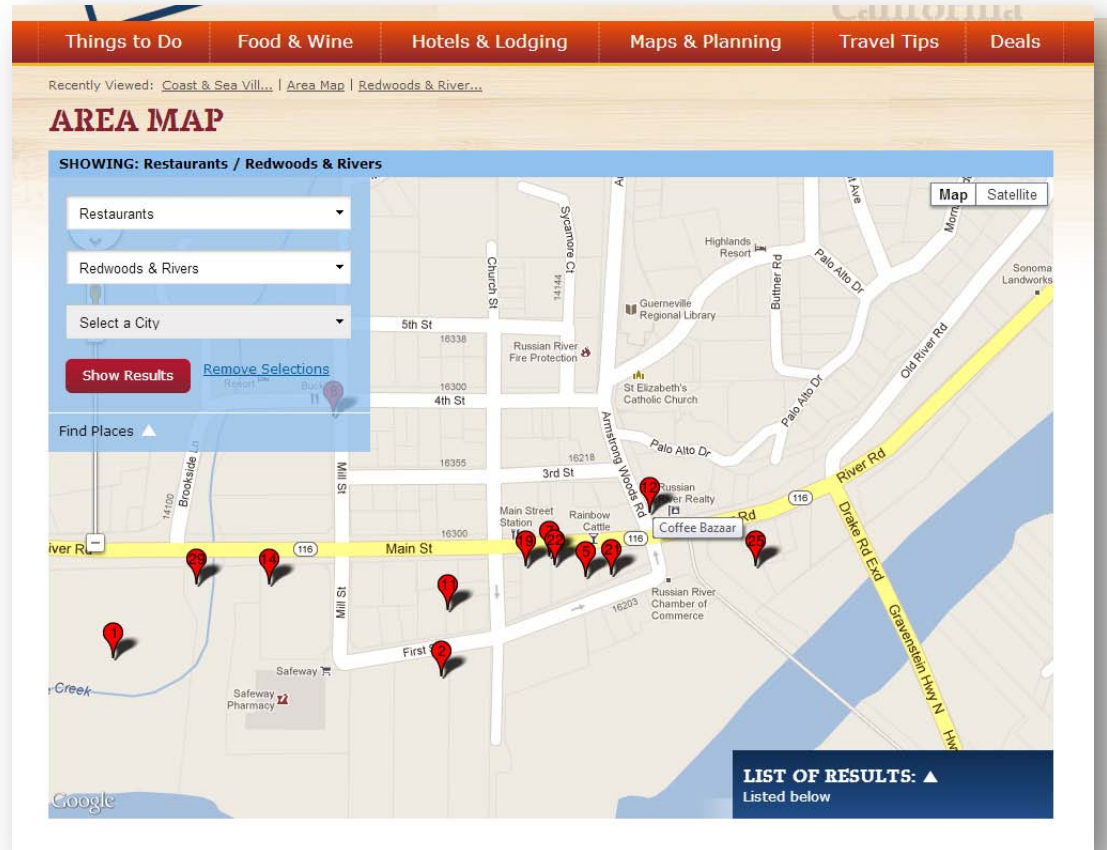
### MOST POPULAR

- [Austin Creek State Recreational Area](#)
- [Buena Vista Winery's Heritage Garden in Sonoma](#)
- [Sonoma: Threatened by fire; saved by wine](#)
- [Korbel Champagne Cellars](#)
- [The Wonder of Wedding Bells](#)
- [Francis Ford Coppola Winery](#)



# EASY

- Get Info
- Interactive Map
- Find What's Near By





# EASY – RESPONSIVE DESIGN



One website – multiple devices

# INSPIRE

- Photos
- Articles
- Insiders
- Itineraries
- Videos



1 of 1

Watch video



# INFORM

- Calendar
- Travel Tips
- City/Region Pages
- Maps/  
Planning

**WINDSOR**  
Recently Viewed: [Arts & Culture](#) | [Sonoma County Restau...](#) | [Sonoma County Calend...](#)

**8 YEAR ANNIVERSARY CELEBRATION  
AT HAMMERFRIAR GALLERY**

Repeats every 6 weeks every Tuesday and every Wednesday and every Thursday and every Friday and every Saturday until Sat Mar 30 2013 .  
Saturday, February 16, 2013 - 10:00am to 6:00pm

**Cost:**  
Free

**Location:**  
Jill Plamann  
132 Mill Street  
Healdsburg, California 95448

**For More Information:**  
Contact: Jill Plamann  
Local: 707 473-9600  
Email: [jill@hammerfriar.com](mailto:jill@hammerfriar.com)

[Back to Results](#)  
[Visit Website](#)  
[Get Directions](#)  
[Print](#)

[Photo](#) [Find on Map](#)



# INSTIGATE

- Order Visitor Guide /  
Subscribe to E-News
- Deals
- Book Now

## BODEGA BAY LODGE

[Back to Results](#)

103 Coast Highway One  
Bodega Bay, CA 94923  
Local: 800-368-2468  
Fax: 707-875-2428  
Email: [sales@bodegabaylodge.com](mailto:sales@bodegabaylodge.com)

[Visit Website](#)


[Book Now](#)

[Get Directions](#)

[Print](#)

[Photos](#)

[Find on Map](#)





**THANK YOU!**



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 52 10:00 A.M.**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Cathy Patton 565-2073

**Supervisorial District(s):**

District 1

**Title:** Progress Foundation Bond Financing

### **Recommended Actions:**

Conduct a public hearing and adopt a resolution approving the issuance of tax exempt bonds by the California Enterprise Development Authority (CEDA), in an aggregate principal amount not to exceed \$9,000,000, to finance and refinance various capital facilities owned by Progress Foundation. The issuance of the proposed bonds will not be an obligation of the County.

### **Executive Summary:**

The Progress Foundation is a California nonprofit corporation dedicated to providing community-based residential treatment and supported housing programs as alternatives to institutional treatment for individuals with mental disabilities. Progress Foundation presently owns and operates 13 centers, including Progress Sonoma in Santa Rosa.

The Progress Foundation has requested that the California Enterprise Development Authority (CEDA) participate in the issuance of tax exempt bonds in one or more series in an aggregate principal amount not to exceed \$9,000,000. A portion of the proceeds of the Bonds will be used to finance and refinance the cost of the acquisition, construction, installation, rehabilitation, equipping and furnishing of the mental health treatment and rehabilitation facility located within the County of Sonoma.

CEDA is a joint exercise of powers authority established by the California Association for Local Economic Development (CALED) to address gaps in Economic Development financing. In order to initiate such a financing, the county in which the facility is located must (i) conduct a public hearing and (ii) approve the Authority's issuance of indebtedness. Therefore, although CEDA will be the issuer of the obligation for the Progress Foundation, the financing cannot proceed without the County of Sonoma's approval of the financing.

The purpose of the public hearing is to satisfy the Federal Internal Revenue Service requirement of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), that as a condition to issuing bonds, the

approval of the elected governmental offices of the jurisdiction where the facility is located be obtained following a public hearing. The hearing allows the public an opportunity to review and make comments regarding the proposed tax exempt financing for the project.

Since the current location of the Progress Foundation project is in Sonoma County, the Board of Supervisors has been requested to hold the hearing. The Board has conducted similar hearings for entities in Sonoma County, with the most recent being for Episcopal Senior Communities in November 2012.

The Board’s approval of the financing does not in any way pledge the credit or revenues of the County to the financing. County Counsel and Kutak Rock (counsel for Authority) have reviewed the financing and agree that it does not pledge County credit or revenues.

Documents prepared by Jessica Shaham of Kutak Rock.

**Prior Board Actions:**

The Board of Supervisors held similar TEFRA hearings for other financings with the most recent being in November 2012. The Board has conducted many other TEFRA hearings in the past.

**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	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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

--

**Staffing Impacts**

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



<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution of the Board of Supervisors			
<b>Related Items "On File" with the Clerk of the Board:</b>			
<ul style="list-style-type: none"> <li>1) TEFRA Hearing Notice</li> <li>2) CEDA Project Application</li> <li>3) Bond Trust Indenture</li> <li>4) Loan Agreement</li> </ul>			



# County of Sonoma

## State of California

---

Date: February 26, 2013

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

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Approving The Issuance Of A Tax-Exempt Obligation By The California Enterprise  
Development Authority (CEDA) In An Aggregate Principal Amount Not To Exceed \$9,000,000  
To Finance And Refinance Various Capital Facilities Owned By Progress Foundation**

**Whereas**, Progress Foundation, a California nonprofit corporation (the “Borrower”) has requested that the California Enterprise Development Authority, a joint exercise of powers agency established pursuant to the laws of the State of California (the “Authority”) issue its tax-exempt obligations (the “Obligation”), in an aggregate principal amount not expected to exceed \$9,000,000, for the purpose of making one or more loans to the Borrower pursuant to a plan of financing for various capital facilities as more fully described below; and

**Whereas**, the County of Sonoma (the “County”) is a member of the Authority; and

**Whereas**, the Borrower expects to use the proceeds of the Obligation for (i) refinancing outstanding indebtedness incurred by the Borrower, the proceeds of which were used to finance and refinance the cost of the acquisition, construction, installation, rehabilitation, equipping and furnishing of mental health treatment and rehabilitation facilities located at 3400 Montgomery Street, Santa Rosa, California 95405 (the “Facilities”), and (ii) paying certain costs of issuance in connection with the Obligations; and

**Whereas**, the Facilities will be owned and operated by the Borrower and used in connection with the Borrower’s tax-exempt mission of providing mental health treatment and rehabilitation services; and

**Whereas**, the issuance of the Obligation shall be subject to the approval of and execution by the Authority of all financing documents relating thereto to which the Authority is a party; and

**Whereas**, the Facilities are located wholly within the County; and

**Whereas**, the interest on the Obligation may qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) only if the Obligation is approved in accordance with Section 147(f) of the Code; and

**Whereas**, the Board of Supervisors of the County (the “Board”) is the elected legislative body of the County and is the applicable elected representative required to approve the issue within the meaning of Section 147(f) of the Code; and

**Whereas**, the Authority has requested the Board to approve the issuance of the Obligation in order to satisfy the public approval requirements of Section 147(f) of the Code; and

Resolution #

Date:

Page 2

**Whereas**, on February 11, 2013, the County caused a notice to appear in the Press Democrat, which is a newspaper of general circulation in the County, stating that a public hearing with respect to the issuance of the Obligation would be held by the County's Board of Supervisors on February 26, 2013; and

**Whereas**, the Board of Supervisors held the public hearing described on February 26, 2013, and an opportunity was provided for persons to comment on the issuance of the Obligation and plan of financing; and

**Now, Therefore, Be It Resolved** that this Board hereby finds and declares the above recitals are true and correct; and

**Be It Further Resolved** that this Board hereby approves the issuance of the Obligation by the Authority; and

**Be It Further Resolved** that it is the purpose and intent of this Board that this Resolution constitutes approval of the issuance of the Obligation by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Facilities are located for the purposes of an in accordance with Section 147(f) of the Code; and

**Be It Further Resolved** that the approval of the issuance of the Obligation by the County is neither an approval of the underlying credit of the Borrower or the Facilities nor an approval of the financial structure of the Obligation; and the County, nor any department thereof, shall have no responsibility or liability whatsoever with respect to the Obligation or the Facilities; and

**Be It Further Resolved** that the Obligation shall not constitute a debt or obligation of the County and the payment of the principal, prepayment premium, if any, and purchase price of and interest on the Obligation shall be solely the responsibility of the Borrower; and

**Be It Further Resolved** that adoption of this Resolution shall not obligate (i) the County to provide financing to the Borrower for the acquisition, rehabilitation and development of the Facilities or to issue the Obligation for purposes of such financing; (ii) make any contribution or advance any funds to the Authority; or (iii) the County, or any department of the County, to approve any application or request for, or take any other action in connection with, any environmental, General Plan, zoning or any other permit or other regulatory action sought in connection with the Facilities; and

**Be It Further Resolved** that this Resolution shall take effect immediately upon its adoption.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 53 10:00 A.M.**

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

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

**To:** Board of Supervisors

**Board Agenda Date:** February 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Bryan Albee, 707-585-7516

**Supervisory District(s):**

Countywide

**Title:** Sonoma County Transit FY 2012 - 2021 Short Range Transit Plan Update

### Recommended Actions:

Adopt a resolution approving and adopting Sonoma County Transit's FY 2012 – 2021 Short Range Transit Plan Update.

### Executive Summary:

The FY 2012 - 2021 Short-Range Transit Plan (SRTP) is Sonoma County Transit's operating and management plan for the next ten-year planning period. The preparation of an SRTP is required by both the Federal Transit Administration and the Metropolitan Transportation Commission in order for Sonoma County Transit to be eligible for federal transit funding.

In FY 2012, Sonoma County Transit provided a total of 1,372,442 passenger trips. Of the total trips provided, 85% were made on intercity routes which link the County's nine incorporated cities with Santa Rosa and 15% were on local routes. Sonoma County Transit provides local transit services for the cities of Cotati, Rohnert Park, Windsor, Sonoma and Sebastopol. In addition, local services are also provided in several unincorporated areas including Guerneville, Monte Rio, Occidental and Sonoma Valley.

Following a decrease in ridership in FY 2010 with the implementation of service reductions due to reduced operating revenues, Sonoma County Transit experienced a healthy ridership rebound the past two fiscal years, increasing a combined 8.4%. Sonoma County Transit's fixed-route operating costs decreased 2.3% on an in-service hour basis during FY 2012, primarily due to stable labor costs, low natural gas costs and a newer fleet.

The ability to increase transit services in the future depends largely on the health of the local economy as transit-operating revenues are largely based on sales tax revenues. While the SRTP recommends minor expansion over the planning period, the following improvements are based on the financial projections detailed in the plan and are subject to revision during the annual budget process:

FY 2013/14 Additional service on Sonoma County Transit's major intercity routes (20, 30, 44, 48 and 60) to

provide needed capacity during weekday peak commute periods.

FY 2016 Introduction of coordinated feeder bus service to complement rail service provided by the Sonoma Marin Area Rail Transit District (SMART) at its Sonoma County stations.

FY 2020 Expanded weekday express service on route 20 between Guerneville and Santa Rosa, route 48 between Petaluma and Santa Rosa, and route 60 between Cloverdale and Santa Rosa.

To accommodate Sonoma County Transit's existing level of service and the service changes recommended above, the SRTP recommends timely replacement of its fixed-route vehicle fleet, per Federal guidelines, over the ten-year planning period. A combination of Federal, state, regional and local funding sources will be used to acquire up to twelve 30 and 40-foot replacement buses in FY 2014.

Sonoma County Transit is the only transit system in the San Francisco Bay Area to operate all of its heavy-duty (30-foot and 40-foot) buses on compressed natural gas (CNG). Sonoma County Transit has operated CNG-fueled buses since 1995. Compared with a diesel-fueled vehicle fleet, the use of natural gas saves Sonoma County Transit approximately \$1.2 million per year in fuel costs, resulting in a higher level of transit service than what could otherwise be provided.

In support of its CNG-powered fleet, Sonoma County Transit is presently expanding its CNG fueling capabilities. When completed in spring 2013, the expanded CNG fueling facility will be capable of fueling Sonoma County Transit's CNG fleet quicker and more efficiently than in the past.

Spring 2013 will also see the completion of Sonoma County Transit's bus parking lot rehabilitation project, which began last October. The project includes replacing asphalt portions of the transit yard with concrete. Additional funding is programmed in FY 2016 for additional rehabilitation work to Sonoma County Transit's operations and maintenance facility, which was constructed in 1983.

In addition to the acquisition of replacement vehicles and transit facility rehabilitation projects, the SRTP also recommends the completion of intermodal facilities in the cities of Healdsburg and Cotati. These facilities have been designed to accommodate SMART commuter rail service in the future.

Presented below are recommended facility improvement projects by fiscal year:

FY 2013	Bus Parking Rehabilitation
FY 2013/14	Cotati Intermodal Facility
FY 2013/14	Healdsburg Intermodal Facility
FY 2016	Transit Facility Rehabilitation

During FY 2012, the number of paratransit trips provided by Sonoma County Transit increased by 13.73% compared with the previous fiscal year. During the same time period, there were zero paratransit trip denials, in full compliance with the requirements of the Americans with Disabilities Act (ADA). Anticipating an ongoing increase in demand for ADA paratransit service over the ten-year planning period, the SRTP assumes an annual increase in paratransit service hours. To accommodate this increase in demand, the gradual expansion of the paratransit vehicle fleet is also recommended.

As one of its marketing efforts, Sonoma County Transit will continue to focus on re-branding its local fixed-routes as “shuttles.” The shuttle concept includes unique bus stop signs and logos, new modern passenger shelters at major transit hubs, and low-floor shuttle buses. Expanding upon the success of local shuttles introduced in Cloverdale, Windsor and Sebastopol, the SRTP recommends the re-branding of local route 32 as the “Sonoma Shuttle” and local route 28 as the “River Shuttle” within the next two fiscal years.

Sonoma County Transit plans to introduce a new real-time transit information system in spring 2013 as a transit usability improvement project. The system will provide real-time bus arrival information via shelter kiosks, personal computers, handheld devices and cell phones. The system will offer a more convenient passenger experience with reduced wait times at bus stops and enhanced trip planning services. The real-time information system will be integrated with a new automated bus stop announcement system, which will become standard on all of Sonoma County Transit buses over time.

Among the appendices included with this SRTP, Appendix A provides a summary of existing and future coordination efforts between the North Bay public transit operators, including Sonoma County Transit, Santa Rosa CityBus, Petaluma Transit, SMART, Golden Gate Transit and Marin Transit. Such inter-operator coordination efforts are effective in addressing common goals to improve passenger convenience, connectivity, efficiency and the overall effectiveness of public transit services.

As part of regional transit coordination efforts through the Metropolitan Transportation Commission, a comprehensive passenger survey was conducted on Sonoma County Transit in spring 2012. The results of this survey are presented in Appendix B. Many of the demographic findings from the 2012 survey reinforced findings from a similar passenger survey conducted in 2008. A highlight of the 2012 passenger survey was the responses of passengers to Sonoma County Transit’s overall performance. On a four-point scale from poor to excellent, 90% of passengers surveyed rated Sonoma County Transit’s service as either good or excellent.

As reflected in this SRTP, Sonoma County Transit has emerged from the recent economic recession as a more efficient transit system, poised for minor expansion to its fixed-route service, as recommended, and the expansion of ADA paratransit service, as necessary, to remain in full compliance of the ADA. In the near term, the SRTP recommends capacity enhancements to its major intercity routes, coordination of feeder bus service with SMART’s upcoming passenger rail service, completion of intermodal facilities, and the rehabilitation of Sonoma County Transit’s operations and maintenance facility.

Electronic copies of the SRTP have been made available on Sonoma County Transit’s website [sctransit.com](http://sctransit.com) and printed copies have been distributed upon request. Today’s hearing has been noticed in the Press Democrat and public notices have been posted on all Sonoma County Transit buses.

**Prior Board Actions:**

04/08/08: Board adopted Sonoma County Transit’s FY 2008 - 2017 Short Range Transit Plan Update. Resolution No. 08-0324.

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

The goals in the Short Range Transit Plan will provide a well maintained, transit system which promotes and enhances future mobility, providing connectivity and convenience to the public.

**Fiscal Summary - FY 12-13**

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

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

**Staffing Impacts**

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

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

**Attachments:**

Resolution

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

Draft FY 2012 – 2021 SRTP, Public Notice, Proof of Publication



# County of Sonoma

## State of California

---

Date: February 26, 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,  
Approving and Adopting Sonoma County Transit's FY 2012 – 2021 Short Range Transit Plan  
Update.**

**Whereas**, the Federal Transit Administration makes the continued planning of Mass Transportation Systems a precondition for Federal Transit Assistance, which requirements are embodied in the Federal Transit Administration's Joint Planning Regulations, which include the preparation of a Short Range Transit Plan; and

**Whereas**, the County of Sonoma is responsible for planning for Sonoma County Transit, which receives Federal Transit Assistance funding: and

**Whereas**, the County of Sonoma has prepared a Short Range Transit Plan, which shall be submitted to the Metropolitan Transportation Commission, and was presented at a public hearing held on February 26, 2013.

**Now, Therefore, Be It Resolved** that the Board of Supervisors hereby approves and adopts the FY 2012 – 2021 Sonoma County Transit Short Range Transit Plan Update.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# SonomaCountyTransit



## Short Range Transit Plan

**FY 2012 – FY 2021**

The **Short Range Transit Plan** (SRTP) is the operating and management plan for Sonoma County Transit.

Sonoma County Transit (SCT) prepares an SRTP to be eligible for Federal transit operating and capital funding.

The SRTP presents SCT's fixed-route bus system and paratransit system and recommends future service changes.



# Fixed-Route System:

Weekday Operating Period:

5:20 a.m. – 10:30 p.m.

Service Hours Operated:

100,888 in FY 2012

FY 2012 Ridership:

1,372,442 = 8.4% increase since FY 2010.



# 20 Weekday & 12 Weekend Routes

## Local Routes:

- Rohnert Park & Cotati
- Guerneville & Monte Rio
- Sonoma Valley
- Windsor
- Sebastopol

## Intercity Routes:

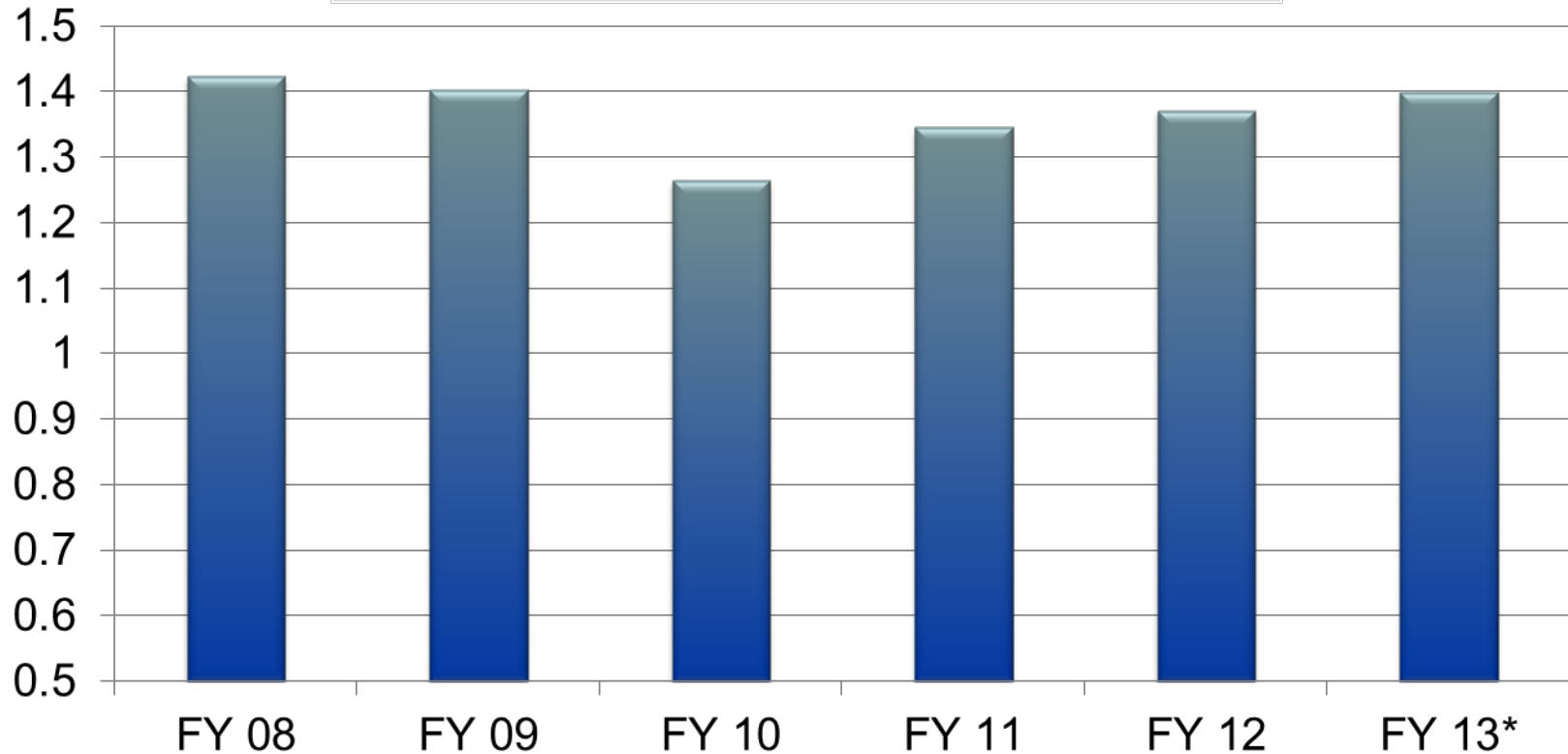
- Cloverdale
- Healdsburg
- Windsor
- Santa Rosa
- Rohnert Park & Cotati
- Sebastopol
- Petaluma



- Sonoma Valley Area
- Russian River Area
- Sonoma County Airport
- SSU and SRJC
- San Rafael (Commuter)
- Sonoma Coast (Seasonal)

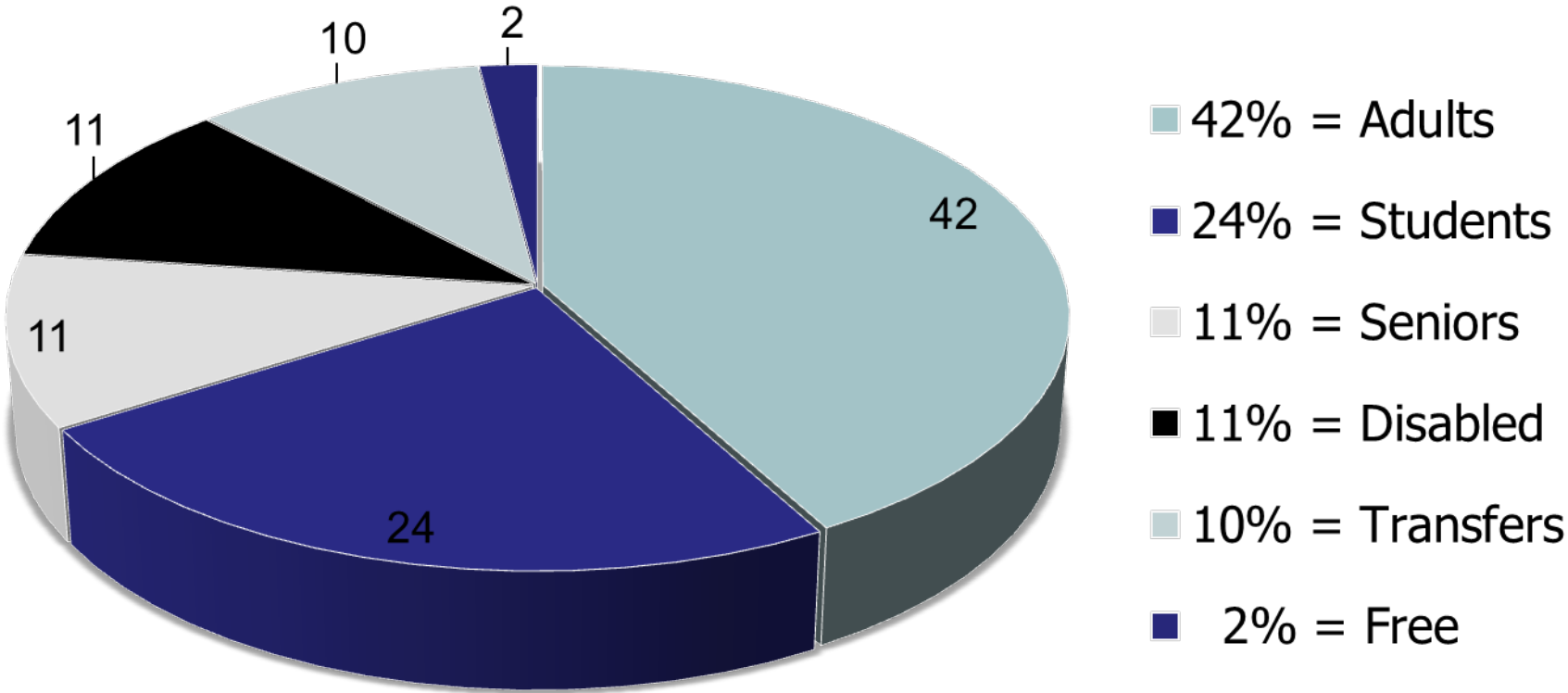
# Fixed-Route Ridership Trends

## Annual Ridership (In Millions)



\*FY 2013 ridership is projected based on data through Dec. 2012.

# Fixed-Route Ridership Demographics FY 2012





# Fixed-Route Bus Fleet:

Fleet Size: 45 Heavy-Duty CNG Buses (30 & 40-foot)

4 Mini-Buses (25-foot or less)

49 Total Vehicles

SCT's annual fuel savings CNG versus Diesel = \$1.2 Million.



# Paratransit System (Dial-a-Ride):

- Paratransit operated the same days, hours and areas as fixed-route bus service.
- Provided with a mix of vehicles including sedans, mini-buses and mini-vans.
- 43,377 paratransit trips provided during FY 2012, an increase of 14.7%.





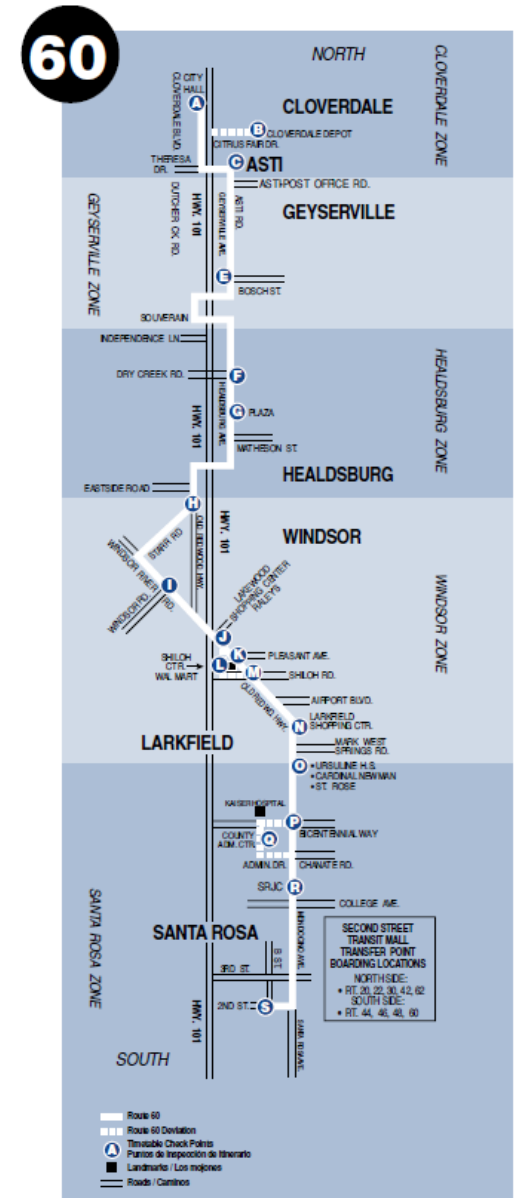
# Recommended Fixed-Route Service Changes:

**FY 2014** Additional peak commute service on intercity routes 20, 30, 44/48 and 60.

**FY 2016** Coordinated feeder bus service to and from SMART stations.

**FY 2020** Expansion of express trips on intercity routes 20, 48 and 60.

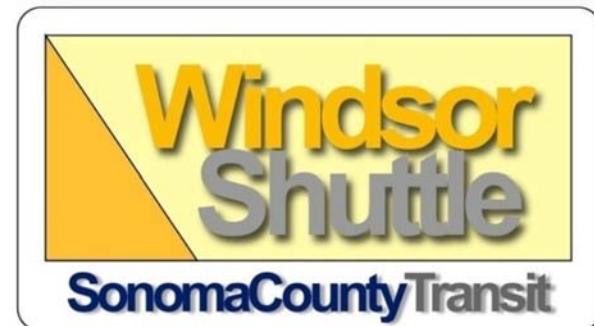
**Annually** Systemwide transfer coordination and schedule adjustments.



# Re-Branding of Local Routes as “Shuttles”

Local shuttles introduced in Windsor in FY 2008 and in Sebastopol and Cloverdale in FY 2012.

Shuttles also planned in the Russian River area (28) and the Sonoma Valley area (32) by FY 2015.



# Capital Improvement Program:

## Bus Replacements

9 – CNG 40-foot buses to be ordered in spring 2013.

Delivery by spring of 2014.

3 – CNG 30-foot buses to be ordered in early 2014.

Delivery by end of 2014.



# Paratransit Vehicles

Four wheelchair accessible mini-buses added in spring 2013.

Several paratransit sedans due for replacement in FY 2014.

Expansion of paratransit fleet to 33 peak vehicles over ten-year planning period.



## Yard Rehabilitation

Using federal funding, SCT's asphalt bus parking areas are being replaced with concrete.



## CNG Fueling Facility

Also using federal funding, SCT's CNG fueling facility is being expanded from 20 to 50 spaces.

Completion of these two projects is anticipated in spring 2013.





# Cotati Intermodal Facility

In partnership with City of Cotati, construction anticipated to begin in spring 2013.

Served by several SCT routes. Will provide 100 park-and-ride spaces and new depot building.

Designed for SMART rail beginning 2016.

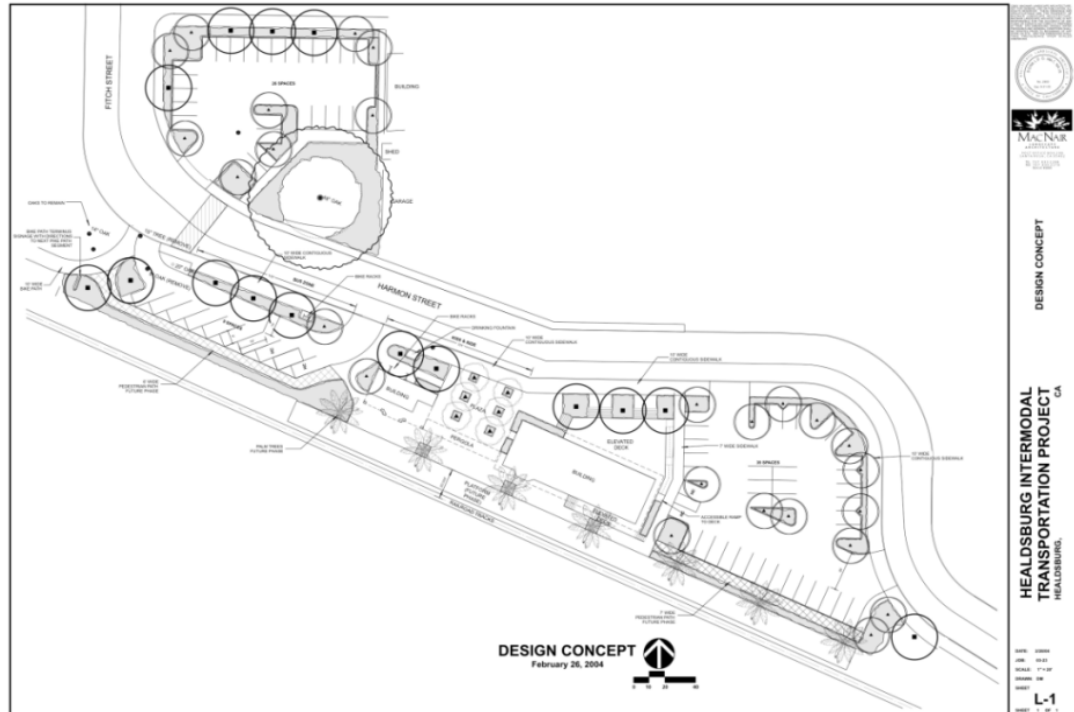


# Healdsburg Intermodal Facility

In partnership with the City of Healdsburg, includes the exterior rehabilitation of historic depot buildings.

Served by SCT, Healdsburg Transit and future SMART rail. Will provide 65 park-and-ride spaces.

Construction to begin spring of 2013.



# Sebastopol Transit Hub



Completed in October 2011 with BAAQMD funding.



# Rohnert Park Transit Hub



Completed in December 2012 with BAAQMD funding.

# Recommended Financial Plan:

## Sources of Operating Funds

**Local:** Measure M = 1/4 Cent Local Sales Tax.

**State:** TDA = State Sales Tax.  
STA = Sales Tax on Fuel.  
Prop. 1B = State Bond.

**Federal:** 5311 funds available for routes that serve primarily rural areas.

**Fares:** FY 2012 farebox recovery ratio = 19%.



# Sources of Capital Funds

- State TDA / STA Funds.
- State Proposition 1B Funds.
- Federal Formula-Based Funds.
- Federal Competitive Funds.
- Federal Rural Area Program Funds.
- Regional / Local Air District Funds.



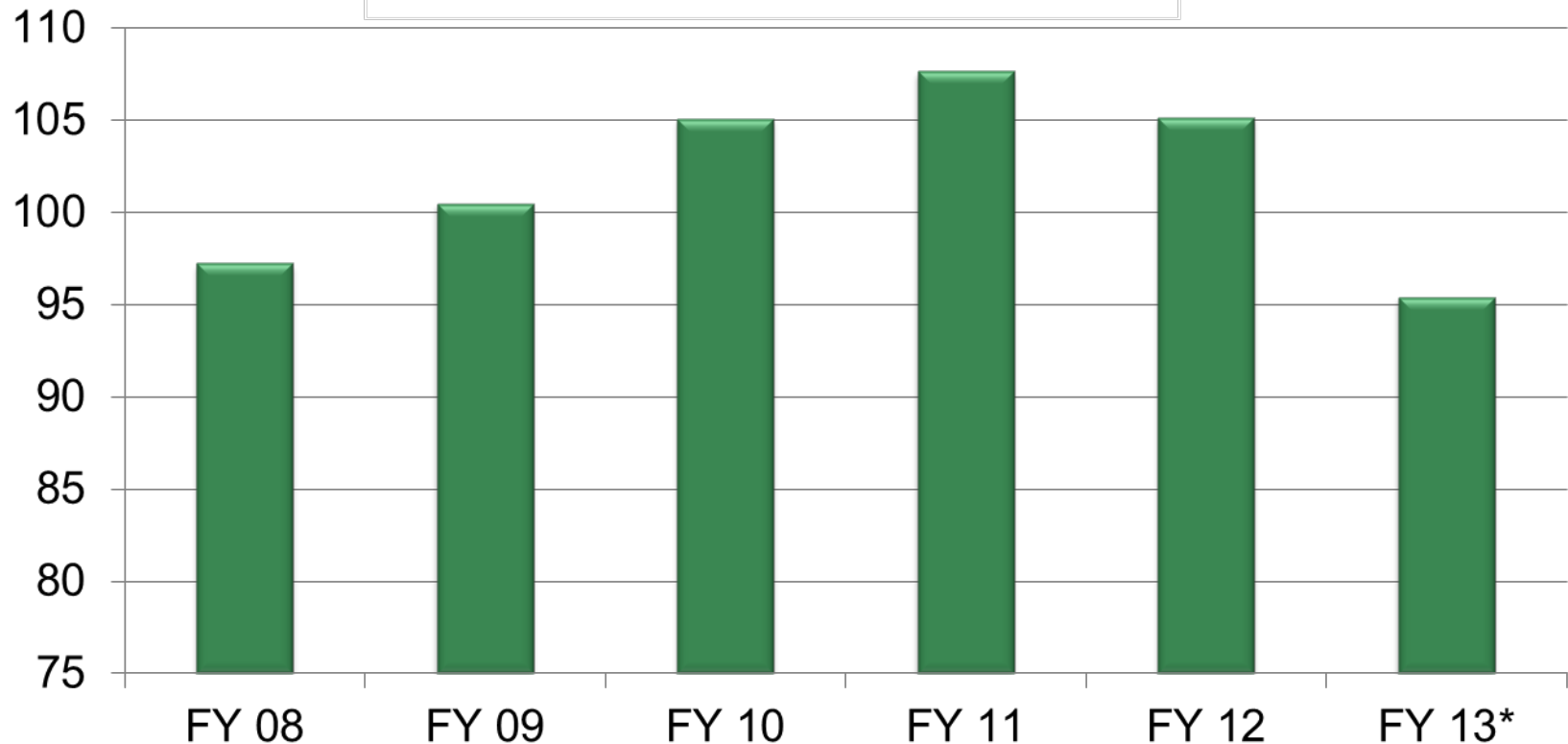
# Ten-Year Operating & Capital Financial Plan

- ❑ Ten-year financial plan balanced with no projected year-end funding deficits.
- ❑ TDA/STA and Measure M funding used for fixed-route & paratransit operations.
- ❑ Relies on Federal and Prop. 1B funding for vehicles & facility improvements.
- ❑ Minor fare increases planned bi-annually.
- ❑ If sales tax revenues less than expected, then existing operations preserved and capital projects deferred.



# Fixed-Route Operating Cost Trends

## Cost Per In-Service Hour



Cost per in-service hour decreased 2.3% from FY 2011 to FY 2012.

\*Projected cost per in-service hour for FY 2013 through Dec. 2012.



# Marketing Program:

## Summer YouthPass

Unlimited rides on SCT between June 1 - August 31 for persons 18 years old and younger for \$24.



# sctransit.com

Updated website; how to ride the bus, purchase bus passes on-line, find the nearest bus stop using Google Earth / Maps.

The screenshot shows a web browser window displaying the Sonoma County Transit website. The browser's address bar shows the URL <http://www.sctransit.com/>. The website features a navigation menu with the following categories: Schedules & Maps, Transit Passes, Riding SCT, and Advisories. Under Schedules & Maps, there are links for Bus Routes, Map Index, Bay Area Trip Planner, and Holiday Schedule. A "Find a schedule" section includes a text input field for "Select a route number below" and a "Go" button. Under Transit Passes, there are links for Monthly Pass, 31-Day Pass, SuperPass, 20-Ride FastPass, Paratransit Tickets, and Retail Sales Outlets. Under Riding SCT, there are links for How to Ride the Bus, Cash Fares, Paratransit, Accessibility, Lost & Found, and Bicycles. Under Advisories, there are links for Route Advisories, Service Advisory, and a prominent "SCT e-alerts" button. Below the navigation menu, there is a large image of a white bus with "CLEAN FUEL BUS" and "Sonoma County Transit" branding. At the bottom of the page, there is a navigation bar with links for Home, Schedules & Maps, Fares, Purchase Pass, Riding SCT, Transfers, Park & Ride, Bicycles, Accessibility, Paratransit, Links, Contact Us, and Employment. The footer contains logos for Cynthia Tested, On-BoardWiFi (Free on buses 332-341), W3C CSS, and a "Measure M Sales Tax for Work" logo.

[Home](#) | [Schedules & Maps](#) | [Fares](#) | [Purchase Pass](#) | [Riding SCT](#) | [Transfers](#) | [Park & Ride](#) | [Bicycles](#) | [Accessibility](#) | [Paratransit](#) | [Links](#) | [Contact Us](#) | [Employment](#)



# Real-Time Bus Information System

Provides real-time bus arrival information via shelter kiosks, personal computers & mobile devices.

Uses GPS and wireless internet (Wi-Fi) technology to track buses & relay information to riders.

Funded by BAAQMD and local TDA / STA matching funds.



**sctransit.com**

Perfectly sized  
for your  
mobile device.

**SonomaCountyTransit**





# SRTP Public Notices:

Public notices placed inside all of SCT's fixed-route and paratransit vehicles and at [sctransit.com](http://sctransit.com).

Public notice also published in The Press Democrat on January 26, 2013.

Electronic copy of the FY 2012 SRTP also posted on-line at [sctransit.com](http://sctransit.com).

## **SonomaCountyTransit**

### **PUBLIC NOTICE**

Sonoma County Transit's Draft Short Range Transit Plan (SRTP) is now available for public review and comments. The Draft SRTP is the recommended management tool that will be used to guide the overall direction of Sonoma County Transit's fixed-route bus service and ADA paratransit service over the next ten-year period.

The Sonoma County Board of Supervisors will consider adoption of the Draft SRTP during a public hearing beginning at 10:00 AM on Tuesday, February 26, 2013 in the Board of Supervisors Chambers located at 575 Administration Drive, Room 102A, Santa Rosa, California.

The Draft SRTP has been posted at [www.sctransit.com](http://www.sctransit.com). Hardcopies are also available for review at Sonoma County Transit. Public comments may be submitted to Sonoma County Transit at 355 West Robles Avenue, Santa Rosa, CA 95407. Should you have any questions, please contact us at 585-7516 or [comments@sctransit.com](mailto:comments@sctransit.com).

# SonomaCountyTransit



## Short Range Transit Plan

**FY 2012 – FY 2021**



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 54**  
(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 26, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Marla Stuart, 565-5849

**Supervisory District(s):**

All

**Title:** Upstream Investments Update

### **Recommended Actions:**

Accept two reports: *Upstream Investments Progress Report and Next Steps for 2013* and *Indicators of Success 2012 Update*.

### **Executive Summary:**

#### **Background:**

The Upstream Investments Policy seeks to eliminate poverty in Sonoma County and ensure equal opportunity for quality education and good health in nurturing home and community environments. The three primary strategies are Invest Early (whenever possible, dedicate funding and other resources to prevention-focused policies and interventions); Invest Wisely (ensure that upstream policies and interventions have the highest possible likelihood of success by selecting those that are backed by sound evidence); and Invest Together: (focus community-wide upstream policies and interventions on preventing six targeted factors and improving 22 indicators of success).

In 2011, the Board approved eight recommendations to implement Upstream Investments in Sonoma County. These recommendations were as follows:

#### **Invest Early**

- Expand the Outreach Campaign to influence public opinion.
- Significantly expand resources for Upstream Investments.

#### **Invest Wisely**

- Formalize the Portfolio of Model Upstream Programs.
- Provide technical assistance related to program evaluation and implementing evidence-informed practice.
- Finish and launch the Interactive Cost Benefit Tool.

#### **Invest Together**

- Embed the Indicators of Success in *www.HealthySonoma.org*.

- Increase collective impact related to upstream Investments and other aligned initiatives.
- Continue the County’s leadership of incorporating upstream principles in County activities.

### **Progress Report:**

The *Upstream Investments Progress Report and Next Steps for 2013* describes the progress of the Upstream Investments Policy Committee in 2012 related to each of these recommendations and describes the next steps for 2013. In short, the Upstream Investments Policy Committee completed the following activities in 2012:

#### **Invest Early**

- 26 local, state and federal presentations were made to share information and generate support.
- 10 local funders pilot tested the use of upstream principles in their funding activities.

#### **Invest Wisely**

- 15 members were appointed to the inaugural Portfolio Review Committee.
- 48 submissions to the Portfolio were approved.
- 11 Portfolio application workshops were held. They were attended by 85 organizations.
- 24 organizations requested and received one-on-one technical assistance.

#### **Invest Together**

- The *Indicators of Success 2012 Update* was published.
- 165 local entities have actively engaged in the Upstream Investments Policy.
- The Shared Outcomes Measurement Workgroup was launched.

### **Next Steps**

In 2013, the Upstream Investments Policy Committee will complete the following next steps.

#### **Investing Early**

- Expand outreach activities in the areas of legislative advocacy, business recognition and engagement, public opinion, and shared outreach with aligned initiatives.

#### **Investing Wisely**

- Develop standardized language and processes for the use of upstream principles in funding activities.
- Identify and report the amount of funding currently dedicated to Upstream Investments and track changes over time.
- Expand the breadth and depth of technical assistance.

#### **Investing Together**

- Complete the work of the Shared Outcomes Measurement Workgroup and launch a shared outcomes measurement system.
- Develop a single format by which local organizations can articulate their role in and commitment to the various local collective impact activities.

The above referenced *Indicators of Success 2012 Update* is available at

<http://www.sonomaupstream.org/documents/Indicators2012.pdf> and on file with the clerk of the Board. It describes Sonoma County's current performance, illustrates trends over time, identifies disparities by race/ethnicity, lists the programs on the Portfolio related to each indicator, and benchmarks Sonoma County to other counties and the State. Working collectively, the Sonoma County community can see significant social change in the areas reflected by these indicators. The Upstream Investments Policy Committee urges all community members to use the information in this report to take the following actions:

- Address racial and ethnic disparities. Prioritize and expand strategies in organizations that successfully address racial and ethnic disparities.
- Widely disseminate and use this report to promote collective impact. Schools, businesses, cities, non-profits, faith-based communities, civic organizations, and individuals can all use this information to focus their engagement and contribute to collective impact.
- Expand effective practices; eliminate ineffective practices. Communities and organizations are complex adaptive systems. Success requires an ever-changing array of public and private approaches. This community has a collective desire to improve home and community environments and a shared understanding that some approaches are not successful.
- Engage Business. Encourage local businesses, chambers of commerce, and media agencies to use this information and engage in community-wide collective impact activities.

**Prior Board Actions:**

- March 2012 the Board of Supervisors appointed the first 15 members of the Upstream Portfolio Review Committee.
- November 2011 the Upstream Ad Hoc Board Committee made a progress report to the Board that described the Upstream Ad Hoc Board Committees' accomplishments. The Board approved 10 next steps including convening the Upstream Investments Policy Committee for a two-year term (2012-2013) and appointing members to the Portfolio Review Committee for a one or two-year term (2012-2013).

**Strategic Plan Alignment:**

Goal 3: Invest in the Future. The Upstream Investments Policy provides a structure for systematic County and community investments in evidence-informed prevention-focused strategies.

**Fiscal Summary - FY 12-13**

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

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

None. This report explains progress to date. The activities described are either already included in the FY2012-2013 budget or will be brought to the Board for approval as part of the FY2013-2014 budget hearings.

**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:**

Upstream Investments Progress Report and Next Steps for 2013

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

Indicators of Success 2012 Update



# UPSTREAM INVESTMENTS

*It is easier to build strong children than to fix broken lives.*



## Progress Report and Next Steps for 2013

Submitted to the Sonoma County Board of Supervisors

February 26, 2013

Submitted by the Upstream Investments Policy Committee







# UPSTREAM INVESTMENTS

*It is easier to build strong children than to fix broken lives.*

## Progress Report and Next Steps for 2013

Submitted to the Sonoma County Board of Supervisors  
February 26, 2013

### Submitted by the Upstream Policy Committee

Efren Carrillo ..... 5<sup>th</sup> District Supervisor  
Shirlee Zane ..... 3<sup>rd</sup> District Supervisor  
Jerry Dunn (Sponsor) ..... Human Services Department  
Kathleen Kane ..... Community Development Commission  
Lori Norton ..... County Administrator's Office  
Barbara Fitzmaurice ..... County Counsel  
Julie Paik ..... Department of Child Support Services  
Rita Scardaci ..... Department of Health Services  
Christine Cook ..... Office of the District Attorney  
Ben Stone ..... Economic Development Board  
Alfredo Perez ..... First 5 Sonoma County  
John Hartwig ..... Information Services Department  
David Koch ..... Probation Department  
Kathleen Pozzi ..... Office of the Public Defender  
Heidi Keith ..... Sheriff's Office  
Steven Herrington ..... Sonoma County Office of Education  
Tom Schwedhelm ..... Santa Rosa Police Department  
Carol Simmons ..... Child Care Planning Council  
Oscar Chavez ..Community Action Partnership of Sonoma County  
Robert Judd ..... Community Foundation Sonoma County  
Marlus Stewart ..... Drug Abuse Alternatives Center  
Robin Bartholow ..... North Coast Builders Exchange  
Elece Hempel ..... Petaluma People Services Center  
Lee Alderman ..... Redwood Credit Union  
Jynx Lopez ..... Russian River Area Resources and Advocates  
Mike Kallhoff ..... United Way of the Wine Country  
Alissa Gentile ..... On the Move – V.O.I.C.E.S.

# Acknowledgements

The Upstream Investments Policy Committee acknowledges and appreciates the significant work conducted by the members of four committees and the project staff.

## **Executive Committee**

1. Efren Carrillo, *5<sup>th</sup> District*
2. Jerry Dunn, *Human Services Department*
3. Jill Ravitch, *District Attorney*
4. Rita Scardaci, *Department of Health Services*
5. Steven Herrington, *Sonoma County Office of Education*

## **Portfolio Review Committee**

1. B.J. Bischoff, *Bischoff Performance Improvement Consulting*
2. Carol Simmons, *Child Care Planning Council*
3. Christina Rivera, *County Administrator's Office*
4. Dan Blake, *Sonoma County Office of Education*
5. Elisabeth Chicoine, *Department of Health Services*
6. Jennifer O'Donnell, *United Way of the Wine Country*
7. Julie Sabbag-Maskey, *First 5 Sonoma County*
8. Katie Greaves, *Human Services Department*
9. Leo Tacata, *Office of the District Attorney*
10. Monique Chapman, *Sheriff's Office*
11. Robert Judd, *Community Foundation Sonoma County*
12. Serena Lienau, *City of Santa Rosa*
13. Stephen Jackson, *Sonoma County Office of Education*
14. Susan Castillo, *Department of Health Services*

## **Portfolio Appeal Committee**

1. David Koch, *Probation Department*
2. Kathleen Kane, *Community Development Commission*
3. Peter Rumble, *Department of Health Services*

## **Indicators of Success /Shared Outcomes measurement Committee**

1. Alfredo Perez, *First 5 Sonoma County*
2. Angie Dillon-Shore, *Community Action Partnership of Sonoma County*
3. Beth Dadko, *Department of Health Services*
4. Cindy Williams, *Office of the District Attorney*
5. Darlene Fiscus, *United Way of the Wine Country*
6. David Carrol, *Community Foundation*
7. George Malachowski, *Human Services Department*
8. David Koch, *Probation Department*
9. Gigi Mertle, *Department of Child Support Services*
10. Jenny Helbraun Abramson, *Continuum of Care*
11. Julie Sabbag-Maskey, *First 5 Sonoma County*
12. Karin Demarest, *Community Foundation*
13. Kellie Noe, *Department of Health Services*
14. Kelly Elder, *Department of Health Services*
15. Kim Gilmore, *Information Systems Department*
16. Lynn Campanario, *Drug Abuse Alternatives Center*
17. Dan Blake, *Sonoma County Office of Education*
18. Robert Halverson, *Probation Department*
19. Teddie Pierce, *Community Development Commission*

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# Introduction

## **Background**

The 2007 Sonoma County Strategic Plan found that criminal justice costs comprised over half of the discretionary general fund, and, as a percent of the total discretionary general fund, were growing. As criminal justice costs continued to rise, County funds available for other County services were diminished.

In July 2008, the Board of Supervisors chartered the Upstream Investments Project to understand the antecedents to criminal behavior and to identify upstream interventions that reduce downstream criminal justice costs.

In January 2010, the Upstream Investments Team made a report to the Board that included seven recommendations to promote Upstream Investments in Sonoma County. These recommendations included convening the Upstream Ad Hoc Board Committee to implement these recommendations.

In January 2011, the Upstream Ad Hoc Board Committee made a progress report to the Board. The Board approved the Upstream Logic Model (refer to Appendix E) and a pilot test of the Portfolio of Model Upstream Programs.

In November 2011, the Upstream Ad Hoc Board Committee made a progress report to the Board that described the Upstream Ad Hoc Board Committees' accomplishments. The Board approved 10 next steps including establishing the Upstream Investments Policy Committee for a two year term (2012-2013).

In March 2012, the Board appointed the first 15 members of the Portfolio Review Committee.

## **Purpose of this Progress Report**

This report describes the progress of the Upstream Investments Policy Committee in 2012 and the next steps for 2013. The Upstream Investments Policy Committee will return to the Board in December 2013 with a full report about the accomplishments during the 2012-2013 term and recommendations for next steps related to the continuation of the Upstream Investments Policy.

**NOTE: Some words and phrases used in this report may be unfamiliar to the reader. Refer to Appendix B for a definition of terms.**

## **Brief Description of the Upstream Investments Policy**

The Upstream Investments Policy, sponsored by the Sonoma County Board of Supervisors and widely supported throughout the community, seeks to eliminate poverty in Sonoma County and ensure equal opportunity for quality education and good health in nurturing home and community environments. The three primary strategies are:

- **Invest Early:** Whenever possible, dedicate funding and other resources to prevention-focused policies and interventions.
- **Invest Wisely:** Ensure that upstream policies and interventions have the highest possible likelihood of success by selecting those that are backed by sound evidence. Programs that meet the criteria for the Portfolio of Model Upstream Programs have demonstrated this commitment to evidence-informed practice.
- **Invest Together:** Focus community-wide upstream policies and interventions on preventing six targeted factors and improving 22 indicators of success to achieve the Upstream vision, mission, goals, and measureable impacts.

## **Guiding Principles**

The following principles guide the work of the Upstream Investments Policy Committee.

- The Upstream Investments Policy is a significant and long term public/private partnership. As such, it is important to acknowledge that it cannot use a short term yardstick for this long term journey. This report discusses accomplishments and next steps – but these will not be the last steps. This is a marathon, not a sprint.
- The Upstream Investments logic model approved by the Board of Supervisors in January 2011 is a well-developed and well-supported plan for action. The 2012-2013 Policy Committee is leading a period of implementation.
- Collective impact provides the greatest promise for making significant improvements related to the Upstream Investments Policy and other aligned community-wide initiatives. The implementation activities managed by the Upstream Investments Policy Committee represent purposeful collaboration between Upstream Investments and other community-wide initiatives. Appendix C describes aligned community-wide initiatives.
- A primary objective is to identify new funding for upstream interventions in Sonoma County.

# Report Highlights

## 2012 Upstream Investments Policy Committee Activities

### Invest Early

- 94 outreach activities were conducted to share information and garner support.
- 10 local funders pilot tested the use of upstream principles in funding activities.

### Invest Wisely

- 15 members were appointed to serve on the inaugural Portfolio Review Committee.
- 48 submissions to the Portfolio were approved.
- 11 Portfolio Application workshops were presented and attended by 85 organizations.
- 24 organizations requested and received one-on-one technical assistance.

### Invest Together

- The Policy Committee published the *Indicators of Success 2012 Update*.
- To date, 166 local entities have actively engaged in the Upstream Investments Policy.
- The Policy Committee launched the Shared Outcomes Measurement Workgroup.

## Next Steps for 2013

### Invest Early

- Expand outreach activities in the areas of legislative advocacy, business engagement, public opinion, and shared outreach with aligned initiatives.
- Develop standardized language and processes for the use of upstream principles in funding activities.
- Identify and report the amount of funding currently dedicated to Upstream Investments and track changes over time.

### Invest Wisely

- Expand the breadth and depth of technical assistance to expand program evaluation capacity.
- Build and launch the interactive cost benefit tool.

### Invest Together

- Launch a shared outcomes system.
- Develop a single format by which local organizations can articulate their role in and commitment to the various local collective impact activities.

# Invest Early

The Upstream Investments Policy promotes the implementation of prevention-focused policies and interventions. *Invest Early* means making a commitment to dedicating funding and other resources to earlier interventions whenever possible. Organizations that have shifted existing funding to, or invested new funding in upstream interventions have demonstrated a commitment to investing early whenever possible.

## 2011 Board Approved Recommendations

1. Expand the **Outreach Campaign** to influence public opinion.
2. Significantly **Expand Resources** for upstream investments.

## 2012 Upstream Investments Policy Committee Activities

### 1. Outreach Campaign

In 2012, the Upstream Investments outreach campaign included making presentations about Upstream, hosting a website and a Facebook page, conducting a traditional and social media campaign, making informational presentations to local groups, supporting the outreach of Upstream champions, and maintaining and using a list-serve to share information. This campaign to date has included the following activities:

#### Outreach Activities to Date

	Local, State, and National Presentations	Mentions in Traditional Media	Mentions in Social Media
2009-2011	54	47	17
2012	26	9	59
TOTAL to date	80	56	76

Refer to Appendix D for a full list of presentations to date.

### 2. Expand Resources

Ten local funders are actively engaged in developing ways to promote upstream principles through their funding activities: City of Santa Rosa, Community Development Commission, Community Foundation Sonoma County, First 5 Sonoma County, John Jordan Foundation, Sonoma County Department of Health Services, Sonoma County Human Services Department, Sonoma County Probation Department, Sonoma County Office of Education,

and United Way of the Wine Country. In 2012, these funders pilot tested the use of upstream principles in their various funding activities as follows.

#### Requests for Proposals (RFPs)

- Requiring programs to be prevention-focused.
- Requiring responders to have a Resolution of Alignment.
- Providing bonus points for programs on the Portfolio (described on page 7).
- Requiring responding programs to be on the Portfolio (at any Tier level).
- Providing information to RFP review committees about which programs are on the Portfolio.
- As a step-wise approach, requiring specific components of Portfolio criteria – for instance requiring a logic model or outcomes that link to the Upstream Indicators of Success.
- For grantees that are not on the Portfolio, requiring a discussion about why not and reports about progress towards a submission to the Portfolio.

#### Contracts

- Requiring contracted services to be on a national evidence-based clearinghouse.
- Requiring contracted programs to be on the Portfolio to maintain contract funding.
- Discussing upstream principles in contract-monitoring site visits.

#### Technical Assistance

- Funding training and certification for grantees about specific evidence-based practices.
- Supporting grantees to successfully meet the Portfolio requirements by hosting Portfolio workshops, referring grantees to Upstream staff for Portfolio application assistance, and/or providing direct assistance to grantees as grantee prepare their Portfolio application.

#### Leveraging other funding

- Recommending Portfolio programs to donors, volunteers, and other funding sources.

## Next Steps for 2013

### **1. Engagement Team**

For 2013, the Upstream Investments Policy Committee has convened a one-year, Engagement Team to expand outreach activities to four new audiences: elected officials, business, healthcare. The Engagement Team will also develop shared outreach strategies with aligned initiatives. Team members have demonstrated expertise related to legislative advocacy, business relations and recognition, marketing and communications, community engagement, and grassroots organizing. Recruitment is ongoing and nominations are



welcome. The committee positions and the eight selected representatives to date are as follows.

**2013 Engagement Team**

<b>Position</b>	<b>Representative</b>	<b>Organization</b>
Elected officials (up to 4 positions)	1. Lisa Wittke Schaffner 2. Diana Ramirez	Sonoma County Board of Education Senator Noreen Evans' Office
Business community (up to 4 positions)	3. Kelly Bass 4. Lee Alderman	Santa Rosa Chamber of Commerce Redwood Credit Union
Private foundations (up to 4 positions)	5. Darlene Fiscus	United Way of the Wine Country
Communications (up to 4 positions)	6. Susan Starbird 7. Cindy Butner	Starbird Creative Press Democrat
Aligned Initiatives (up to 4 positions)	8. Kellie Noe 9. Beth Dadko 10. Lori Ann Norcia	Cradle to Career Health Action Volunteer Center of Sonoma County
Public at large (up to 2 positions)		

**2. Expand resources**

- Develop standardized language and processes for the use of upstream principles in funding activities.
- Identify and report the amount of funding currently dedicated to Upstream Investments and track changes over time.

# Invest Wisely

The Upstream Investments Policy promotes evidence-informed practice. *Invest Wisely* means ensuring that upstream policies and interventions have the highest possible likelihood of success by selecting those that are backed by sound evidence. Programs that meet the criteria for the Portfolio of Model Upstream Programs have demonstrated this commitment to evidence-informed practice.

## 2011 Board Approved Recommendations

1. Formalize the **Portfolio of Model Upstream Programs**.
2. Provide **Technical Assistance** related to program evaluation and implementing evidence-informed practice.
3. Finish and launch the **Interactive Cost Benefit Tool**.

## 2012 Upstream Investments Policy Committee Activities

### 1. Portfolio of Model Upstream Programs

The Portfolio of Model Upstream Programs (the Portfolio) is a three-tiered clearinghouse of local evidence-based, promising, and emerging practices. The criteria for each tier represent a broad industry and local consensus about the requirements for the three levels of evidence-informed practice. Applying to the Portfolio provides a structured and concrete method for service providers to expand their capacity to deliver evidence-informed services. The Portfolio also provides local funders with an objective, third party assessment of a program's rigor related to implementation and outcomes. The criteria for each tier of the Portfolio are as follows:

#### Tier 1: Evidence-Based Practices

Evidence-Based Practices are “gold standard” programs – those programs that have been empirically proven to produce positive outcomes and that are implemented in Sonoma County with fidelity to the original model. These programs are listed on a national evidence-based clearinghouse and are implemented in Sonoma County in a way that adheres to the protocol of the originally developed and evaluated program.

#### Tier 2: Promising Practices

Promising Practices do not meet the rigorous Tier 1 criteria for evidence-based practice, but they are designed based on sound theory and with clear expected outcomes. Tier 2 programs

have a literature review, a logic model, a manual, an evaluation, and have been delivered to more than one group of clients.

### Tier 3: Emerging Practices

Emerging Practices have the intent of being outcomes-based and meet the pre-requisites for evidence-based practice. However, these programs have not yet completed an evaluation. Tier 3 programs have a literature review, a logic model, policies and procedures, and a credible plan to conduct an evaluation. These programs may be innovative pilot programs.

For a full description of each tier criteria and the Portfolio, refer to <http://www.SonomaUpstream.org>.

The Portfolio is administered by a Board appointed review committee. The purpose of the Portfolio Review Committee is to evaluate submissions to the Portfolio in accordance with the Review and Decision Process and to determine tier placement for each submission. Programs that are denied for tier placement are provided with technical assistance from the Human Services Department and are afforded a second review. The Portfolio Review Committee is also responsible for ensuring that the tier criteria and the Review and Decision Process continue to meet County policy and accepted industry practices related to evidence-informed practice, and to make recommendations for changes when appropriate. The Portfolio Review Committee is comprised of a minimum of 7 and a maximum of 15 members representing the County Administrator's Office, Sonoma County Health and Human Services Departments, Sonoma County Criminal Justice Departments, local early childhood development organizations, local education entities, local funders, Bay Area universities or colleges, and the community at large. The current members of the Portfolio Review Committee are listed on the Acknowledgements page at the beginning of this report.

To date, the Portfolio Review Committee has approved 50 programs for Tier placement; 21 as Evidence-Based Practices (Tier 1), 20 as Promising Practices (Tier 2), and 9 as Emerging Practices (Tier 3). Refer to <http://www.SonomaUpstream.org> for a full list of the local organizations that have successfully demonstrated their capacity to deliver evidence-informed programs through a successful Portfolio submission, and the local funders that support these programs.

## **2. Technical Assistance**

To support the expansion of evidence-informed practice, the Human Services Department provides technical assistance in the form of monthly workshops and one-on-one assistance. To date, the Human Services Department has held 11 workshops about different components of the Portfolio criteria. Eighty-five (85) organizations have sent one or more representatives to one or more workshops, and 24 organizations have requested and received one-on-one

assistance in a face-to-face meeting for an hour or more. Refer to Appendix A for a full listing of organizations that have received technical assistance.

### **3. Interactive Cost Benefit Tool**

In the January 2010 report to the Board, the Upstream Team described a local cost benefit analysis that explored whether or not there is a cost benefit for County general fund related to criminal justice if the County is the sole funder of upstream interventions. This local cost benefit analysis determined that the County would not financially benefit related solely to criminal justice costs of the general fund if the County was the only funder of upstream interventions. Savings that result from upstream investments are shared throughout the criminal justice system including services funded by state and federal sources such as courts, prisons, and parole. Savings from upstream interventions are also shared by a variety of other public services. Because the benefits of upstream interventions are spread among all public services funded by a variety of sources, it is critical that varied funding sources (local, state, federal, private) collectively invest in upstream interventions.

Since the initial local cost benefit analysis, there has been a desire to expand the cost benefit analysis template to include costs and benefits related to other County funded services including cash aid and CalFresh, child welfare, and alcohol and other drug services. This expanded analysis would facilitate the development of an interactive cost benefit tool that would allow local funders and service providers to estimate long-term savings from individual upstream investments.

To date, the development of this interactive cost benefit tool has not been funded. Staff continues to seek funding to support this activity.

## **Next Steps for 2013**

### **1. Portfolio of Model Upstream Programs**

Continue building the Portfolio. Present new members of the Portfolio Review Committee to the Board for approval when necessary.

## **2. Technical Assistance**

Continue providing technical assistance and identify funding to expand the breadth and depth as follows:

- Provide assistance to more organizations through an increased number of workshops.
- Provide deeper assistance to organizations through a more intensive program of one-on-one assistance.
- Leverage existing technical assistance (for instance, universities and free webinars) by strengthening linkages between service providers and these existing resources.
- Develop a learning community, such as monthly meetings, where service providers can meet, share their experiences, and learn from each other.
- Publish and maintain a dictionary of the growing local vocabulary related to prevention, evidence-informed practice, and collective impact.
- Host a one-day conference about evidence-informed service delivery.

## **3. Interactive Cost Benefit Tool**

Identify funding to build and launch the interactive cost benefit tool.

# Invest Together

The Upstream Investments Policy promotes collective impact. *Invest Together* means focusing community-wide policies and interventions to achieve the Upstream vision, mission, goals, and measureable impacts.

## 2011 Board Approved Recommendations

1. Embed the **Indicators of Success** in *www.HealthySonoma.org*.
2. Increase **Collective Impact** related to upstream Investments and other aligned initiatives.
3. Continue the **County's Leadership** of incorporating upstream principles in County activities.

## 2012 Upstream Investments Policy Committee Activities

### 1. Indicators of Success

The Upstream Investments Policy has identified 4 goals and 22 indicators of success to track community progress towards meeting the Upstream vision. Refer to Appendix E for a full list of the goals and indicators of success. Each of the Upstream indicators matches one or more indicators selected by 12 aligned initiatives. Refer to Appendix C for a description of these 12 aligned initiatives.

In November 2012, the Upstream Investments Policy Committee approved the *Indicators of Success 2012 Update*, a report about the 22 indicators which describes current performance, illustrates trends over time, identifies disparities by race/ethnicity, lists the programs on the Portfolio related to each indicator, and benchmarks Sonoma County to other counties and the State. Working collectively, the Sonoma County community can see significant social change in the areas reflected by these indicators. The Upstream Investments Policy Committee urges all community members to use the information in this report to take the following actions (which are more fully described in the *Indicators of Success 2012 Update* available at <http://www.sonomaupstream.org/documents/Indicators2012.pdf>).

- Address racial and ethnic disparities. Prioritize and expand strategies that successfully address racial and ethnic disparities.
- Widely disseminate and use this report to promote collective impact. Schools, businesses, cities, non-profits, faith-based communities, civic organizations, and individuals can all use this information to focus their engagement and contribute to collective impact.

- Expand effective practices; eliminate ineffective practices. Communities and organizations are complex adaptive systems. Success requires an ever-changing array of public and private approaches. This community has a collective desire to improve home and community environments and a shared understanding that some well-intentioned approaches are not successful.
- Engage Business. Encourage local businesses, chambers of commerce, and media agencies to use this information and engage in community-wide collective impact activities.

## 2. Collective Impact

To date, 166 local entities have demonstrated their commitment to collective impact and have actively engaged in the early implementation of the Upstream Investments Policy. These entities have participated in one or more of seven engagement activities:

- Serving on an Upstream committee
- Hosting an Upstream presentation
- Submitting an Upstream Resolution of Alignment
- Attending a Portfolio workshop
- Requesting and receiving one-on-one technical assistance
- Submitting a program on the Portfolio
- Funding a program on the Portfolio

This engagement is fully described in Appendix A on pages 18-28. Twenty-five entities have significantly promoted the implementation of the Upstream Investments Policy and furthered collective impact by participating in four or more of the seven categories of engagement. These 25 entities represent business, cities, community-based organizations, education, philanthropy, and County departments. They are:

- |  |  |
|--|--|
| • California Parenting Institute                     | • Sonoma County Department of Health Services                  |
| • Child Care Planning Council                        | • Drug Abuse Alternatives Center                               |
| • City of Santa Rosa                                 | • First 5 Sonoma County  |
| • Community Action Partnership of Sonoma County      | • Sonoma County Human Services Department                      |
| • Community Child Care Council of Sonoma County      | • National Alliance on Mental Illness Sonoma County            |
| • Community Foundation Sonoma County                 | • Office of the District Attorney                              |
| • Sonoma County Department of Child Support Services | • On the Move / V.O.I.C.E.S.                                   |
|  | • Petaluma City and Petaluma Joint Union High School Districts |

- Petaluma People Services Center
- Sonoma County Probation Department
- Professional Association for Childhood Education
- River to Coast Children's Services
- Santa Rosa Chamber of Commerce
- Social Advocates for Youth
- Sonoma County Office of Education
- United Way of the Wine Country
- Volunteer Center of Sonoma County
- Workforce Investment Board

### Shared Outcomes Measurement

In another activity to promote collective impact, the Upstream Investments Policy Committee has convened a Shared Outcomes Measurement Workgroup to develop, implement, and sustain the measurement of a few community-wide outcomes for children, families, and individuals. This work represents the next step in developing shared outcomes measurement. It takes Sonoma County beyond the population-level data currently available and published in the *Indicators of Success 2012 Update* to collecting, analyzing, and using information about the array of services that specific individuals and families receive in this community. The full action plan for the Shared Outcomes Measurement Workgroup can be viewed at <http://www.sonomaupstream.org/documents/SharedOutcomesPlan.pdf>. This work will result in the following products:

- Approved cross-sector policies about data sharing including, when appropriate, approved Memorandums of Understanding.
- A list of shared outcomes to track with common definitions and defined forms of measurement.
- A funded and developed or selected electronic system to capture, store, protect, and report the selected shared outcomes.
- Defined and pilot tested reports and a plan to produce them regularly.
- A three-year management plan to implement the scope of work and ensure that all objectives are met.
- A foundation for future, more complex, shared data analysis and use.

### Other Aligned Activities

To promote collective impact through the Upstream Investments Policy, and to ensure that planning and activities in different areas are complimentary and jointly successful, the Human Services Department participates in the following activities:

- Serves on the **Cradle to Career** Operational Committee; and Cradle to Career staff serve on Upstream committees. The Human Services Department coordinated the booth exhibits for the Cradle to Career launch in April 2012. Each booth highlighted a program on the Portfolio that supports the Cradle to Career continuum. Tracking indicators of



success for Cradle to Career is part of the annual Upstream Indicators Report and the Shared Outcomes Measurement Workgroup.

- Serves on the **Health Action Council** and the Committee for Healthcare Improvement; and Department of Health Services staff serve on every Upstream committee.
- Presented Upstream as a break-out session at the Fall Trustees Symposium hosted by the **Sonoma County Office of Education**.
- Serves on the Santa Rosa **Mayor's Gang Prevention Task Force** Policy Team; and Santa Rosa City staff serve on the Portfolio Review Committee.
- Serves on the **Community Development Committee**; and staff of the Community Development Commission serve on Upstream committees.
- Serves on the **First 5 Sonoma County Commission** and the Evaluation Committee; and First 5 staff serve on Upstream committees.
- Serve on the **Partnership for Children** Advocacy Groups Roundtable; and staff of the Partnership serve on Upstream committees.
- Sponsors **Prevent Child Abuse** Sonoma County.
- Serves on **Sonoma County BEST** Board of Directors.
- Leads the **Workforce Investment Board**.
- Released, in collaboration with the Department of Health Services, First 5 Sonoma County, the Probation Department, and the Community Development Commission, a **Request for Qualifications** to competitively select a list of qualified program evaluators that can be used by all County Departments to evaluate County delivered and County funded services.

### 3. County Leadership

The County also demonstrates a commitment to investing early, investing wisely, and investing together through County activities. In 2012, the County highlighted Upstream Investments in the 2012-2013 budget, pilot tested the use of upstream principles in competitive procurements and contracting, submitted Resolutions of Alignment for County Departments and collaboratives, and submitted County programs to the Portfolio.

## Next Steps for 2013

### 1. Indicators of Success

- Widely disseminate the *Indicators of Success 2012 Update* and promote the Calls to Action.
- Complete the planning work of the Shared Outcomes Measurement Workgroup and launch a shared outcomes system.

## **2. Collective Impact**

- Several collective impact activities sponsored by the County of Sonoma encourage a public commitment. For example, Upstream Investments has a Resolution of Alignment, Health Action has a Partner Form, and Cradle to Career has a Pledge. Individual organizations have varying engagement in different initiatives depending on their own missions. To encourage collective impact and reduce redundancy and confusion, develop a single format by which local organizations can articulate their role in and commitment to the various local collective impact activities.
- Approve a Board of Supervisors Gold Resolution for each of the 25 entities that have significantly promoted the early implementation of the Upstream Investments Policy.

## **3. County Leadership**

- Continue to reflect upstream principles in County activities including the budget, procurement, service delivery, and policy development.

# Leadership and Resources

The Upstream Investments Policy is one of several large-scale, County-sponsored collective impact activities with the intent of improving community well-being. Collective impact backbone organizations dedicate staff with the necessary skills to provide overall strategic direction, facilitate effective dialogue between partners, manage data collection and analysis, and coordinate community outreach. The County of Sonoma serves as the backbone organization for the Upstream Investments Policy.

## 2011 Board Approved Recommendations

1. Continue the Upstream Investments Policy.
2. Provide backbone resources in 2012-2013 and 2013-2014.

## 2012 Upstream Investments Policy Committee Activities

The Human Services Department sponsors the Upstream Investments Policy on behalf of the Board of Supervisors and dedicates the following staffing resources:

- **Sponsorship (.1 FTE):** Inspires and maintains a community-wide focus on the mission, vision, and goals; represents Upstream Investments in County, state, and federal settings.
- **Project Management (.50 FTE):** Supervises staff; designs and facilitates meetings and activities to promote successful achievement of goals; makes presentations to a wide range of audiences; works one-on-one with organizations aligning their practices; ensures effective communications among partners; prepares updates and reports for the Board of Supervisors.
- **Project Operations (.75 FTE):** Coordinates correspondence; manages scheduling and logistics of five committees; ensures Brown Act compliance; coordinates the review process for the Portfolio Review Committee; documents all meetings; produces all documents; coordinates development and implementation of all communications and outreach; designs marketing materials; manages website content; staffs the Engagement Team; coordinates outreach activities with aligned initiatives.
- **Program Evaluation Technical Assistance (.25 FTE):** Provides one-on-one and workshop assistance about program evaluation (including finding and using relevant research to inform program design, developing logic models, designing and implementing evaluations, and disseminating and using evaluation results to improve programs).

Upstream Investments Policy Committee Progress Report and Next Steps (February 26, 2013)

Refer to appendices at the end of this report for definitions of terms. Contact 707.565.5800 for more information.

- **Data Analysis and Reporting (.50 FTE):** Collects, analyzes, and reports all necessary data; ensures ongoing maintenance and publication of the indicators of success, staffs the Shared Outcomes Measurement Committee.

## Next Steps for 2013

### **Identify resources for 2013-2014 to support the next steps for 2013 described in this report.**

The Human Services Department will work to identify resources in 2013-2014 to continue the backbone support for the Upstream Investments Policy and to add the necessary support for the next steps recommended by the Upstream Investments Policy Committee as described in this report. Recommendations will be submitted by the Human Services Department as part of the County's 2013-2014 budget process.

## Appendix A

# Community Engagement in Upstream Investments

To date, 166 local entities have actively engaged in the Upstream Investments Policy. This engagement is fully described in the tables on pages 19-28 and summarized in the table below. While this information is comprehensive, it does not provide the full story. Many organizations champion Upstream Investments in ways that are not reflected here such as promoting Upstream Investments in their sphere of influence, introducing Upstream staff to their colleagues, and donating meeting space. Twenty-five entities have significantly promoted the early implementation of the Upstream Investments Policy by participating in four or more of the seven categories of engagement described below. These 25 entities are shaded blue in the tables on pages 19-28.

### Summary of Community Engagement in Upstream Investments by Category

Category	#	Number of Entities in the Category that Engaged in Each Activity						
		Serve(d) on Upstream Committee(s)	Hosted Upstream Presentation(s)	Submitted Resolution of Alignment	Attended Portfolio Workshop(s)	Received One-on-One Technical Assistance <sup>1</sup>	Implement Program(s) on the Portfolio	Fund Program(s) on the Portfolio
Business	2	1	0	1	1	1	1	1
Cities	3	2	2	0	0	1	0	2
Civic Groups	6	0	6	0	0	0	0	0
Community Based Organizations	91	8	9	38	68	17	29	3
County of Sonoma	26	16	14	9	6	3	7	9
Education	16	2	4	5	5	1	11	1
Healthcare	13	0	1	3	2	0	9	3
Philanthropy	9	2	3	1	3	1	1	6
<b>TOTAL</b>	<b>166</b>	<b>31</b>	<b>39</b>	<b>57</b>	<b>85</b>	<b>24</b>	<b>58</b>	<b>25</b>

<sup>1</sup>One-on-one technical assistance is only reported for organizations receiving one hour or more of face-to-face support.

## Business

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Redwood Credit Union	Yes						
2. Santa Rosa Chamber of Commerce			Yes	1	Yes	1	1

## Cities and Sponsored Entities

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. City of Petaluma							1
2. City of Santa Rosa	Yes	1			Yes		2
3. Mayors Gang Prevention Task Force	Yes	3					

## Civic Groups

Organization	Serve(d) on Upstream Committee	Number of Upstream Presentation(s) Hosted	Submitted Resolution of Alignment	Attended Portfolio Workshop(s)	Received One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Petaluma Chamber of Commerce		3					
2. Petaluma Rotary		1					
3. Rohnert Park-Cotati Rotary		1					
4. Russian River Rotary		1					
5. Santa Rosa Sunrise Rotary		1					
6. Windsor Lions Club		1					

## Community Based Organizations (CBOs)

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. 10,000 Degrees					Yes	1	1
2. Action Network				2			
3. Alternative Family Services			Yes				
4. ARTescape				1			
5. Becoming Independent				1			
6. Big Brother Big Sisters	Yes					1	
7. Boys & Girls Clubs of Central Sonoma County			Yes			4	
8. Boys & Girls Clubs of Marin and Southern Sonoma Counties		1	Yes			3	
9. Boys & Girls Clubs of Sonoma Valley						2	
10. Buckelew Programs				1			
11. California Human Development			Yes	1			
12. California Parenting Institute	Yes	1	Yes	2		1	
13. California Youth Outreach			Yes			1	
14. Catholic Charities of the Diocese of Santa Rosa			Yes	1			
15. Center for Creative Arts				1			
16. Center for Social and Environmental Stewardship			Yes	1		6	
17. Ceres Community Project					Yes		
18. Children and Family Circle			Yes		Yes	1	
19. CHOPS Teen Club			Yes	1			
20. Cloverdale Community Outreach Committee			Yes	2			
21. Committee on the Shelterless			Yes	3			

**Community Based Organizations (continued)**

<b>Organization</b>	<b>Serve(d) on Upstream Committee</b>	<b>Hosted Upstream Presentation</b>	<b>Resolution of Alignment</b>	<b>Number of Portfolio Workshops Attended</b>	<b>One-on-One Technical Assistance</b>	<b>Number of Programs on the Portfolio – as Implementer</b>	<b>Number of Programs on the Portfolio – as Funder</b>
22. Community Action Partnership of Sonoma County	Yes	1	Yes	4	Yes	5	
23. Community and Family Services Agency				1		5	
24. Community Child Care Council of Sonoma County		1	Yes	4		2	
25. Community Matters						1	1
26. Community Support Network			Yes	1		1	
27. Conservation Corps North Bay			Yes		Yes		
28. Dovetail Learning				1			
29. Drug Abuse Alternatives Center	Yes	1	Yes	1		3	
30. Early Learning Institute				1			
31. Extended Child Care Coalition			Yes	1			
32. Forget Me Not Farm				1			
33. Gateway to Quality GIV				1			
34. Goranson and Associates				1			
35. Hanna Boys Center				1			
36. Hospice by the Bay				3			
37. Inter-Faith Shelter Network				1			
38. Jewish Community Center		1		1			
39. Jewish Family and Children's Services			Yes		Yes		
40. Kid Scoop News			Yes	2			
41. La Luz Center		1		2			
42. Latino Service Providers				1			



**Community Based Organizations (continued)**

<b>Organization</b>	<b>Serve(d) on Upstream Committee</b>	<b>Hosted Upstream Presentation</b>	<b>Resolution of Alignment</b>	<b>Number of Portfolio Workshops Attended</b>	<b>One-on-One Technical Assistance</b>	<b>Number of Programs on the Portfolio – as Implementer</b>	<b>Number of Programs on the Portfolio – as Funder</b>
43. Legal Aid of Sonoma County				3			
44. Life Works of Sonoma County				1			
45. Listening for Change				1	Yes		
46. Lomi Psychotherapy				1			
47. Martial Arts Youth Institute				1	Yes		
48. Mendocino Family and Youth Services				1			
49. Mentor Me Petaluma				1			
50. NAMI Sonoma County			Yes	1	Yes	1	
51. North Bay Children’s Center			Yes				
52. New Ways to Work						1	
53. North Bay Regional Center							1
54. Northern California Center for Wellbeing						2	
55. On the Move/ V.O.I.C.E.S.	Yes		Yes	1	Yes		
56. Pepperwood Preserve					Yes		
57. Petaluma People Services Center	Yes		Yes	2	Yes	9	
58. Professional Association for Childhood Education	Yes		Yes		Yes	1	
59. Recourse Mediation Services			Yes	2			
60. Redwood Empire Food Bank				3			
61. Restorative Resources			Yes	1		1	
62. River to Coast Children’s Services	Yes		Yes	1	Yes	2	
63. Russian River Counselors			Yes				
64. Salvation Army				1			
65. Self Esteem Living Foundation				1			
66. Seneca Center						1	
67. Social Advocates for Youth			Yes	2	Yes	3	

**Community Based Organizations (continued)**

<b>Organization</b>	<b>Serve(d) on Upstream Committee</b>	<b>Hosted Upstream Presentation</b>	<b>Resolution of Alignment</b>	<b>Number of Portfolio Workshops Attended</b>	<b>One-on-One Technical Assistance</b>	<b>Number of Programs on the Portfolio – as Implementer</b>	<b>Number of Programs on the Portfolio – as Funder</b>
68. Sonoma Community Center				2			
69. Sonoma County Adult and Youth Development			Yes	3		4	
70. Sonoma County Indian Health Project						1	
71. Sonoma County Legal Services Foundation				1			
72. Sonoma Ecology Center				2			
73. Sonoma League for Historic Preservation				1			
74. Sonoma Overnight Support				1			
75. Sonoma Valley Mentoring Alliance				2			
76. Sonoma Valley Teen Services				1			
77. Summer Search North Bay				1		1	
78. Sunny Hills Services			Yes	1			
79. Suzie Gruber						1	
80. The Living Room Center			Yes	1			
81. ThumbsUp Kids				1			
82. TLC Child and Family Services			Yes		Yes	1	
83. Transition Sonoma Valley				1			
84. Valley of the Moon National Historical Association				1			
85. Verity			Yes	1			
86. Vintage House Senior Center				1			
87. Volunteer Center of Sonoma County		1	Yes	1	Yes		
88. Wells Fargo Center for the Arts		2		1			

### Community Based Organizations (continued)

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
89. Women’s Initiative for Self Employment				1			
90. Women’s Recovery Services			Yes	1			
91. Young Women’s Christian Association			Yes	1			

### County of Sonoma and Sponsored Entities

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Agriculture and Open Space District							1
2. County Administrator’s Office	Yes	1					
3. Community Development Commission	Yes			1	1		
4. Community Development Committee		2					
5. Continuum of Care Steering Committee		1					
6. County Counsel	Yes						
7. Department of Child Support Services	Yes		Yes	2	Yes		
8. Department of Health Services	Yes	3		4	Yes	3	5
9. First 5 Sonoma County	Yes	2	Yes				8

**County of Sonoma and Sponsored Entities (continued)**

<b>Organization</b>	<b>Serve(d) on Upstream Committee</b>	<b>Hosted Upstream Presentation</b>	<b>Resolution of Alignment</b>	<b>Number of Portfolio Workshops Attended</b>	<b>One-on-One Technical Assistance</b>	<b>Number of Programs on the Portfolio – as Implementer</b>	<b>Number of Programs on the Portfolio – as Funder</b>
10. Maternal, Child and Adolescent Health Advisory Board		1	Yes				
11. Perinatal Alcohol and Other Drug Action Team		1	Yes				
12. Economic Development Board	Yes		Yes				
13. Fish and Wildlife Commission							1
14. General Services	Yes						
15. Human Services Department	Yes	1	Yes	1		4	7
16. Area Agency on Aging						1	
17. Workforce Investment Board	Yes	2	Yes			1	1
18. Information Services Department	Yes						
19. Office of District Attorney	Yes	1				1	1
20. Family Justice Center			Yes	1			
21. Probation Department	Yes	1		1		2	6
22. Juvenile Justice and Delinquency Prevention Commission			Yes				
23. Public Defender	Yes						
24. Regional Parks	Yes	1					
25. Sheriff's Office	Yes	1					
26. Water Agency		1				1	1

## Education

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Cloverdale Unified School District						1	
2. Cotati-Rohnert Park Unified School District						2	
3. Healdsburg Unified School District						2	
4. Petaluma City and Petaluma Joint Union High School District		1	Yes	1		1	
5. Petaluma Adult School						1	
6. Santa Rosa City Schools						1	
7. Santa Rosa Junior College				1			
8. Sonoma Charter School				1			
9. Sonoma County Board of Education		1	Yes				
10. Sonoma County Office of Education	Yes	3	Yes	3		4	1
11. Child Care Planning Council	Yes	1	Yes		Yes	1	
12. Partnership for Children			Yes				
13. Special Education Local Plan Area				1			
14. Sonoma Valley Unified School District						1	
15. West Sonoma County Union High School District						1	
16. Windsor Unified School district						1	

## Healthcare

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Kaiser Permanente						1	2
2. Petaluma Health Care District		1					
3. Petaluma Health Center						1	
4. Redwood Community Health Coalition			Yes				
5. Santa Rosa Memorial Hospital							1
6. Sonoma Valley Community Health Center			Yes	1			
7. Santa Rosa Community Health Centers.			Yes			2	
8. Roseland Children’s Health Center						1	
9. Southwest Community Health Center						1	
10. Vista Family Health Center						1	
11. St. Joseph Health System				2		2	1
12. Vista Community Clinic						1	
13. West County Health Centers						1	

## Philanthropy

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio - as Implementer	Number of Programs on the Portfolio - as Funder
1. Community Foundation Sonoma County	Yes	1			Yes		2
2. Healdsburg Education Foundation				1			
3. Impact 100 Sonoma		1					
4. Medtronic Foundation							1
5. Petaluma Community Foundation							1
6. Sisters of St. Joseph Healthcare Foundation							1
7. Sonoma County Health Alliance							1
8. Sonoma Valley Education Foundation				1			
9. United Way of the Wine Country	Yes	2	Yes	1		1	4

# Glossary

**Aligned Initiatives:** The Sonoma County community is dedicated to ensuring the highest possible quality of life for all residents. To this end, there are a variety of community-wide initiatives and collaborations that promote values and indicators of success with which the Upstream Investments Policy is closely aligned. There is a shared value for alignment, collaboration, and collective impact between the initiatives and to this end the *backbone support* for these initiatives actively work together to reduce redundancies, articulate messaging, and share resources. Specific aligned initiatives are described in Appendix C.

**Brown Act:** An act of the California State Legislature passed in 1953 that guarantees the public's right to attend and participate in meetings of local legislative bodies.

**Clearinghouse:** A variety of evidence-based clearinghouses evaluate whether or not programs meet the criteria for being an *evidence-based practice*. Generally, these clearinghouses use similar criteria: rigorous evaluation using experimental design, publication in a peer-reviewed journal, sustained effect, replication and replicability. Often, these rigorous evaluations are completed by universities, government agencies, and privately funded research institutes. It is less common for a locality to have the necessary resources to complete this level of evaluation. In order to verify that Sonoma County programs meet the criteria for being evidence-based, the program must be included in one or more evidence-based clearinghouses. Refer to the "Upstream Clearinghouse Crosswalk" on <http://www.SonomaUpstream.org> for a list of clearinghouses and the rating on each that meets the criteria for Tier 1.

**Clients:** Throughout the community, County Departments and community partners provide services to community members. In these documents, the term "client" is broadly defined to include residents, participants, students, consumers, target populations, and communities served. Again, it is the intent of the Upstream Investments Policy Committee to be inclusive of a wide variety of "clients."

**Collective Impact:** A commitment of a group of important actors from different sectors to a common agenda for solving a specific social problem. Collective impact is distinctly different from collaboration, partnerships, and networks in that it includes a centralized infrastructure, a dedicated staff, and a structured process that leads to a common agenda, shared measurement, continuous communication, and mutually reinforcing activities among all participants. (John Kania and Mark Kramer, Winter, 2011, *Collective Impact*, Stanford Social Innovation Review, [http://www.ssireview.org/site/printer/collective\\_impact/](http://www.ssireview.org/site/printer/collective_impact/)).



**Downstream:** In the context of the Upstream Investments Policy, “downstream” refers to those services and interventions which are reactive or remedial and are needed after an individual or family has experienced an overwhelming accumulation of risk factors such as poverty, racial disparities, family dysfunction, and negative peer influences. Examples of services traditionally considered to be downstream include criminal justice, public assistance, child welfare, substance abuse treatment, and mental health treatment. However, these services can also be delivered in an upstream manner with a focus on preventing future risk factors and improving future quality of life.

**Evidence-Based:** A growing body of research in the social and behavioral sciences has demonstrated that certain approaches and strategies can positively impact important social problems. Those programs that have been found to be effective based on the results of rigorous evaluation and peer review are often called “evidence-based.” An important element of evidence-based practices is that they have been evaluated rigorously in experimental or quasi-experimental studies. Not only are the results of these evaluations important, but it is also essential that the evaluations themselves have been subjected to critical peer review. (Cooney, S.M., Huser, M., Small, S., and O’Connor, C. ,October, 2007. *Evidence-based Programs: An Overview*, What Works Wisconsin-Research to Practice Series, University of Wisconsin-Madison and University of Wisconsin-Extension.)

**Evidence-Informed:** Refer to “Outcomes-Based” on page 31.

**Fidelity:** Fidelity is the extent to which a program is implemented in a way that adheres to the protocol or model of the originally developed and evaluated program which has been determined to be *evidence-based*. Programs that are implemented with fidelity can demonstrate that they match the original program in the following dimensions:

Adherence – The extent to which the model’s critical elements (core activities and methods necessary to achieve the outcomes desired) are implemented.

Dose/exposure - The amount of program content received by participants.

Quality of program delivery – The manner in which providers implement the program relative to specifications in the original design.

Participant responsiveness – The extent to which participants are engaged by and involved in the activities and content of the program.

Although discouraged, programs may sometimes make *adaptations* to the model program. Adaptations are made for various reasons, including to reduce cost, improve cultural sensitivity, and improve the fit with the organization’s other programs. If the adaptations are too extensive, then the program is no longer be considered to have *fidelity* to the original program because it

has become essentially a different program. Achieving the same outcomes as the original program is unlikely. Examples of acceptable and risky or unacceptable adaptations are as follows.

#### Acceptable Adaptations

1. Changing language – Translating and/or modifying vocabulary
2. Replacing images to show youth and families that look like the target audience
3. Replacing cultural references
4. Modifying some aspects of activities such as physical contact
5. Adding relevant, evidence-based content to make the program more appealing to participants

#### Risky or Unacceptable Adaptations

1. Reducing the number or length of sessions or how long participants are involved
2. Lowering the level of participant engagement
3. Eliminating key messages or skills learned
4. Removing topics
5. Changing the theoretical approach
6. Using staff or volunteers who are not adequately trained or qualified
7. Using fewer staff members than recommended

**HealthySonoma.org:** A one-stop source of non-biased data and information about community health in Sonoma County, and healthy communities in general. It is intended to help planners, policy makers, and community members learn about issues, identify improvements, and collaborate for positive change.

**Interactive Cost Benefit Tool:** A web-based tool that will allow local policymakers, service providers, and funders to estimate the savings from individual upstream investments to County funded criminal justice, public assistance, child welfare, and alcohol and other drug services.

**Outcomes-Based:** Not all good practices have had the opportunity to receive the level of evaluation required to be considered “evidence-based.” The Portfolio of Model Upstream Programs recognizes promising and emerging practices that are based on the findings of research studies, have sound logic, have been or will be evaluated, and have been standardized. This is also referred to as evidence-informed. These criteria are more fully described at <http://www.SonomaUpstream.org>.

**Policy Framework:** A set of principles and long-term goals that form the basis of making rules and guidelines, and give overall direction to planning and development (<http://www.businessdictionary.com>). The Upstream Logic Model represents the policy framework intended to shift resources to prevention-focused and outcomes-based policies and

interventions that are targeted to a specific set of factors and that improve specific indicators of success.

**Portfolio of Model Upstream Programs:** The Portfolio of Model Upstream Programs (the Portfolio) is a three-tiered clearinghouse of local evidence-based, promising, and emerging practices. The criteria for each tier represent a broad industry and local consensus about the requirements for the three levels of evidence-informed practice. Applying to the Portfolio provides a structured and concrete method for service providers to expand their capacity to deliver evidence-informed services. The Portfolio also provides local funders with an objective, third party assessment of a program’s rigor related to implementation and outcomes. Refer to <http://www.SonomaUpstream.org> for more information.

**Programs:** Throughout the community, there are many categories of activities that may reflect upstream principles. In this report, the term “programs” is broadly defined to include a variety of activities that may be also be called strategies, practices, approaches or interventions. It is the intent of the Upstream Investments Policy Committee to be inclusive of a wide variety of “programs.”

**Resolution of Alignment:** Many public and private organizations through the community share the County’s commitment to upstream principles and are funding and implementing outcomes-based upstream programs. The Board of Supervisors invites organizations to submit Resolutions of Alignment which describe their aligned practices and are approved by their governing bodies. These Resolutions will help develop a better understanding of the breadth and scope of existing upstream investments and will suggest gaps and opportunities for expansion. A sample Resolution template and all Resolutions received to date are available on <http://www.SonomaUpstream.org>.

**Upstream:** In the context of the Upstream Investments Policy, “upstream” refers to prevention-focused policies and interventions that increase equality and reduce monetary and societal costs. Upstream interventions are provided before individual and families are overwhelmed by the accumulation of risk factors such as poverty, racial disparities, family dysfunction, and negative peer influences. Upstream interventions are any interventions that are provided earlier than current downstream services.

**Upstream Logic Model:** A one page illustration of the Upstream Investments Policy vision, mission, goals, activities, indicators of success, and impact.

**Upstream Principles:** This phrase refers to the strategies of investing early, investing wisely, and investing together.

# Aligned Initiatives

Collective impact provides the greatest promise for making significant improvements related to the Upstream Investments Policy and other aligned community-wide initiatives. The implementation activities managed by the Upstream Investments Policy Committee represent purposeful collaboration between Upstream Investments and other community-wide initiatives. Twelve are described here.

**Aiming High Consortium:** This Sonoma County initiative is designed to close the achievement gap for English learners. Twenty-one school districts and 23 partner agencies participate. The Sonoma County Office of Education and the Sonoma County Association of School Administrators provide joint leadership. (<http://www.scoe.org/pub/htdocs/aiming-high.html>)

**Continuum of Care:** The Sonoma County Continuum of Care is comprised of a broad coalition of nonprofits, public agencies, business organizations, and private individuals working together to combat homelessness and is supported by the Sonoma County Community Development Commission. (<http://www.sonoma-county.org/ckc/cdhomeless.htm>)

**Cradle to Career:** Cradle to Career Sonoma County is a historic partnership that connects all segments of the educational continuum – early childhood, K-12, college/technical training, careers – with broad community support to improve the educational, economic, and health outcomes for all Sonoma County youth. It engages community partners to coordinate and align the education efforts and resources in Sonoma County to ensure that all of our youth are prepared to succeed. (<http://www.sonomahealthaction.org/cradle-to-career>)

**First 5 Sonoma County:** First 5 Sonoma County invests in Sonoma County's youngest children by funding programs and services that promote, support, and improve the early development of children from the prenatal stage through age five. First 5 is funded by Proposition 10, a statewide ballot initiative passed in 1998 that added fifty cents per pack to cigarettes and other tobacco products. (<http://www.first5sonomacounty.org>)

**Health Action:** Convened by the Sonoma County Department of Health Services as a catalyst to improve the health of the community, Health Action seeks to engage a broad spectrum of stakeholders in dialogue about community health issues, enrich collective understanding of local health issues and solutions, create a shared vision for community health improvement, and offer leadership to develop and implement initiatives and policies to create a healthy community. (<http://www.sonomahealthaction.org>)

**Mayor’s Gang Prevention Task Force:** The Santa Rosa Mayor’s Gang Prevention Task Force is a collaborative effort involving private citizens, city, county, and state government, local community-based organizations, schools, parents, faith community, and local law enforcement. The focus of this work is to intervene in the lives of youth to provide positive socialization opportunities as an alternative to criminal involvement and to deter them from other maladaptive behaviors. (<http://ci.santa-rosa.ca.us>)

**Mental Health Services Act:** Mental Health Services Act expands mental health services to persons who have serious mental illness or who are seriously emotionally disturbed and whose service needs are not being met through other funding sources. ([www.ochealthinfo.com/mhsa](http://www.ochealthinfo.com/mhsa))

**Partnership for Children:** Partnership for Children was formed to effect positive social and policy change, to provide a united voice for children in Sonoma County, and to bring partners together to coordinate their efforts. Partnership for Children places the needs and concerns of children and families at the forefront. Partnership for Children mobilizes Sonoma County resources to raise awareness of what families, the community, and community leaders can do to prioritize and protect children and to address their needs. ([www.sonomapartnershipforchildren.com](http://www.sonomapartnershipforchildren.com))

**Perinatal Alcohol & Other Drug Action Team:** This group has been working since 2003 to reduce perinatal exposure to tobacco, alcohol, and other drugs and is supported by the Department of Health Services. Membership includes physicians, nurses, social workers, alcohol and other drug treatment specialists, child welfare representatives, and other community members who are dedicated to helping babies achieve the healthiest start in life.

**Prevent Child Abuse Sonoma:** Prevent Child Abuse Sonoma’s mission is to establish an effective, cooperative and coordinated response to end child abuse. They are aligned with both the federal and state efforts which are headed by Prevent Child Abuse America and Prevent Child Abuse California. ([www.preventchildabuse-sonomacounty.org/](http://www.preventchildabuse-sonomacounty.org/))

**Sonoma County BEST (Building Economic Success Together):** A collaborative partnership between the private and public sectors to create jobs and economic vitality over the next five years. ([www.sonomacountybest.org](http://www.sonomacountybest.org))

**Sonoma County Strategic Plan:** The Sonoma County Strategic Plan is a long-term, high-level “road map” with goals that address major challenges not addressed elsewhere. It is a policy document with key “themes” that apply broadly and influence County culture. This determines how to intervene in certain trends to decrease threats to the programs and services that the

County provides, and where possible, create new opportunities for the County and the community. ([www.sonoma-county.org/strategic/](http://www.sonoma-county.org/strategic/))

# Upstream Presentations to Date

The Human Services Department and other champions make local one-on-one and group presentations about the Upstream Investments Policy to educate, invite input, and develop support. They also make presentations to regional, state, and national audiences to advocate for an upstream approach by partners and funders at all levels. These presentations, informational in intent, are different from technical assistance provided to local organizations in the form of workshops or one-on-one assistance.

## **Local Presentations**

### Local Conferences and Gatherings

1. Juvenile Justice Symposium (7/13/09)
2. Community Action Partnership 7<sup>th</sup> Annual Community Dialogue Conference (4/21/11)
3. Blue Ribbon Child Abuse Prevention Luncheon (4/27/11)
4. 19<sup>th</sup> Annual Latino Health Forum (10/13/11)
5. 2012 State of the County Annual Report to the Community (1/13/12)
6. Community Child Care Council of Sonoma County 40<sup>th</sup> Anniversary Town Hall press Conference (4/23/12)
7. North Bay School Trustee Fall Symposium (10/20/12)

### Board of Supervisors Forums

8. District 5 Upstream Forum (3/23/11)
9. District 1 Upstream Forum (4/4/11)
10. District 3 Upstream Forum (4/13/11)
11. District 5 Upstream Forum (4/22/11)
12. District 2 Upstream Forum (4/27/11)
13. District 4 Upstream Forum (5/4/11)

### Local Civic Groups

14. Petaluma Chamber of Commerce, Government Affairs Committee (8/19/11)
15. Petaluma Chamber of Commerce Wake-Up Meeting (8/23/11)
16. Russian River Rotary (8/23/11)
17. Petaluma Health Care District (9/1/11)
18. Petaluma Rotary (9/1/11)
19. Rohnert Park-Cotati Rotary (9/6/11)
20. Windsor Lions Club (12/1/11)
21. Santa Rosa Sunrise Rotary (6/14/12)

22. Petaluma Chamber of Commerce Leadership Class, Health and Human Services Day (6/20/12)

#### Local Multi-Organization Groups

23. Sonoma County Law Enforcement Chiefs Association (2/5/09)
24. Sonoma County Office of Education, Leadership 40 (3/3/09)
25. Mayor's Gang Prevention Task Force Policy Team (12/8/10)
26. MHSA Prevention and Early Intervention Core Leadership Group (2/14/11)
27. Sonoma County Office of Education (3/2/11)
28. Perinatal Alcohol and Other Drug Action Team (4/6/11)
29. Sonoma County Board of Education (5/5/11)
30. Child Care Planning Council (6/3/11)
31. Workforce Investment Board (6/8/11)
32. Community Development Committee (6/14/11)
33. Workforce Investment Board, Youth Council (7/21/11)
34. Sonoma County Workforce Strategy Workgroup (7/30/11)
35. Sonoma County Office of Education, Leadership 40 (9/2/11)
36. South County Mental Health Collaborative (9/15/11)
37. Sonoma County Maternal, Child and Adolescent Health Advisory Board (11/3/11)
38. Mental Health Super Users Meeting (5/18/12)
39. Mayor's Gang Prevention Taskforce Operational Team 5/23/12)
40. Community Development Committee (6/12/12)
41. Mayor's Gang Prevention Taskforce Members (12/4/12)
42. Continuum of Care Steering Committee (9/25/12)

#### Local Community Based Organizations

43. Boys and Girls Clubs of Marin and Southern Sonoma Counties (2/23/11)
44. California Parenting Institute (3/1/11)
45. Drug Abuse Alternatives Center (3/24/11)
46. Volunteer Center of Sonoma County (3/19/12)
47. Community Child Care Council of Sonoma County (4/3/12)
48. Jewish Community Center (8/22/12)
49. Wells Fargo Center for the Arts Leadership (5/23/12)
50. Wells Fargo Center for the Arts Executive Team (8/9/12)
51. La Luz Center (10/16/12)

#### Local Philanthropy

52. Community Foundation Sonoma County (11/29/10)
53. United Way of the Wine Country (2/14/11)
54. United Way of the Wine Country (4/29/11)



### County Departments and Other Sponsored Entities

55. County Administrator's Office (11/29/10)
56. Sonoma County Water Agency (12/6/10)
57. Sonoma County Regional Parks (12/16/10)
58. Sonoma County Office of District Attorney (2/2/11)
59. Sonoma County Sheriff's Office (2/10/11)
60. First 5 Sonoma County Commission (2/28/11)
61. Sonoma County Probation Department (3/5/12)
62. Department of Health Services (8/9/12)
63. First 5 Sonoma County Commission (8/13/12)
64. Department of Health Services (8/24/12)
65. Department of Health Services (9/5/12)

### Other Local Presentations

66. Sonoma State University, Hutchins Institute for Public Policy and Community Action (3/28/11)
67. Press Democrat Editorial Board (4/18/11)

### **Regional Presentations**

1. Greater Bay Area Coalition of Child Abuse Prevention Councils (10/26/11)
2. Contra Costa, EASTBAY Works (12/12/11)
3. Bay Area Social Services Consortium, Planning Evaluation and Research Group (4/20/12)
4. Marin County Prevention Hub (9/28/12)

### **State Presentations**

1. California Department of Social Services, California Office of Child Abuse Prevention (3/3/11)
2. County Welfare Directors Association Poverty Symposium (10/5/11)
3. California Community Prevention Initiative Regional Forums (6/21/12)

### **National Presentations**

1. United States Department of Justice, Office of Community Oriented Policing Services (2/16/11)
2. US Department of Health and Human Services, Administration for Children and Families (3/4/11)
3. David Bornstein, New York Times Columnist (3/17/11)
4. National Association of Counties 2011 Annual Conference and Exposition (7/17/11)
5. American Public Human Services Association Policy Forum (6/3/12)
6. National Association of Housing and Redevelopment Officials (7/30/12)



# Appendix E

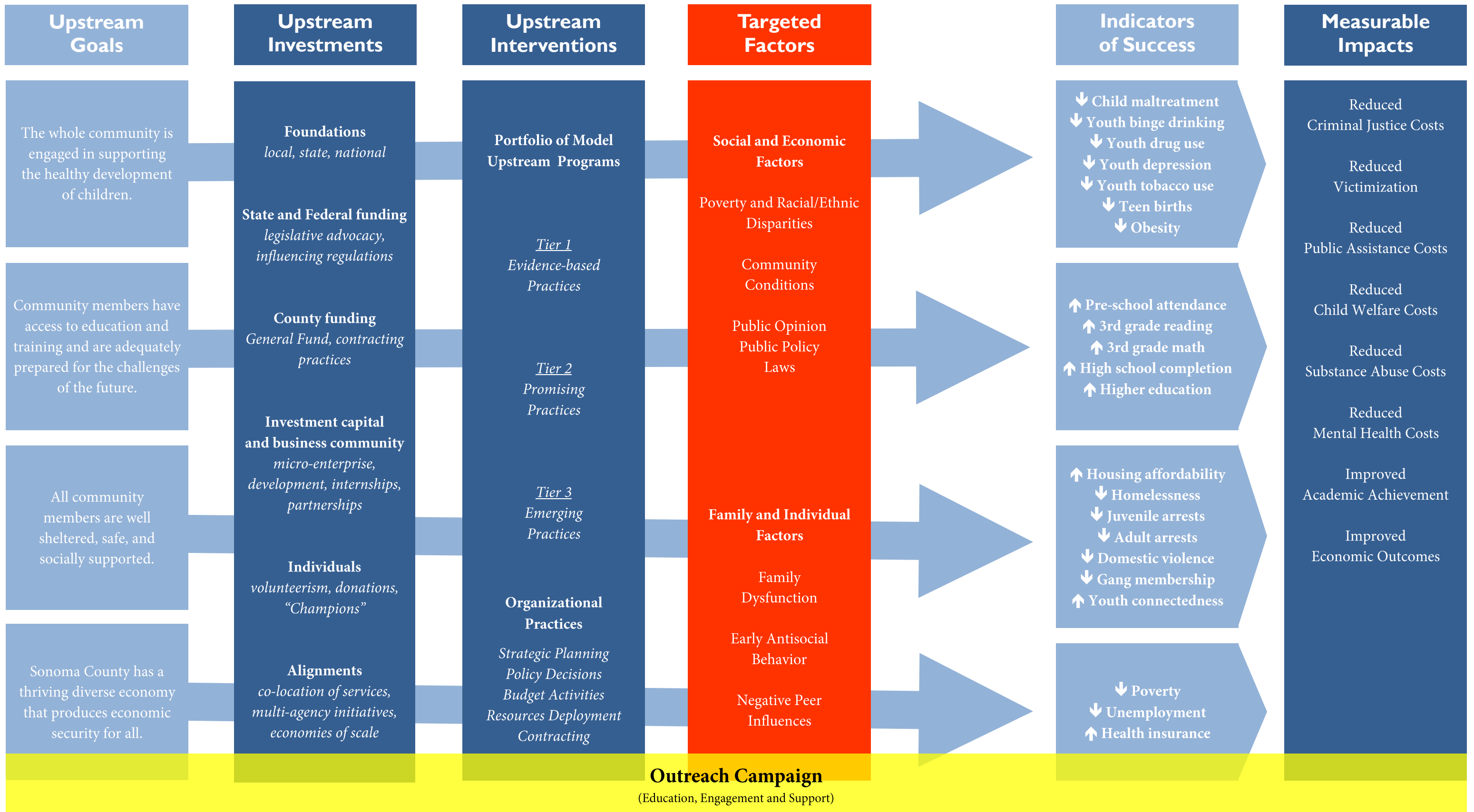
## Upstream Mission

To facilitate the implementation of prevention-focused policies and interventions that increase equality and reduce monetary and societal costs for all residents of Sonoma County.



## Downstream Vision

Poverty is eliminated and all people have an equal opportunity for quality education and good health in nurturing home and community environments.





**Published by**  
County of Sonoma  
Human Services Department  
3600 Westwind Boulevard  
Santa Rosa, California 95402  
707.565.5800

February 26, 2013





# Progress & Next Steps

A Report to  
the Board of  
Supervisors

February 26, 2013



**UPSTREAM**   
**INVESTMENTS**  
*It is easier to build strong children than to fix broken lives.*

# Policy Strategies

## Upstream Mission

## Downstream Vision



## Outreach Campaign





# Invest Early

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# Invest Early

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Outreach  
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**2012**  
Activities

**10**

Funding  
Pilot Tests





# Funding Activities

## Funders

City of Santa Rosa

Community Development Commission

Community Foundation Sonoma County

Department of Health Services

First 5 Sonoma County

Human Services Department

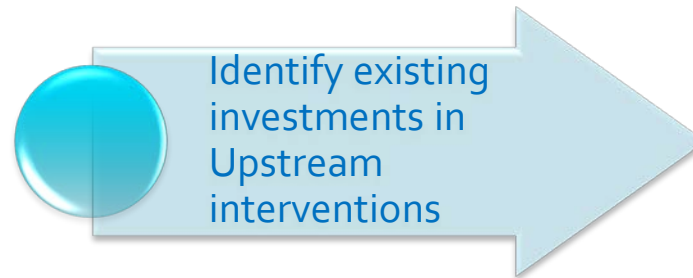
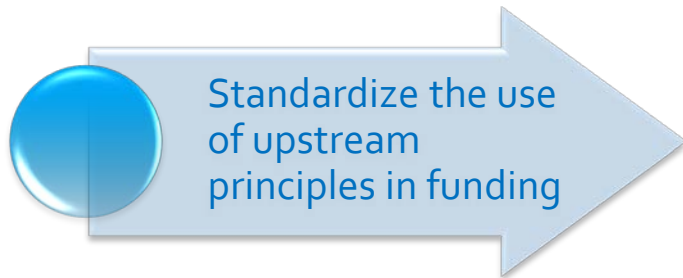
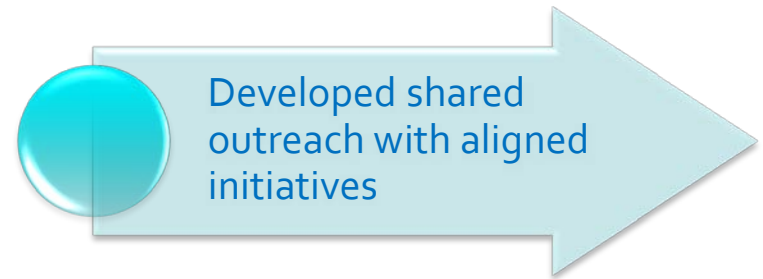
John Jordan Foundation

Probation

Sonoma County Office of Education

United Way of the Wine Country

# Next Steps: Invest Early





# Invest Wisely

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24

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Received  
One-on-One  
TA



# Portfolio of Model Upstream Programs

*A Local Clearinghouse*



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Practices



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Promising  
Practices



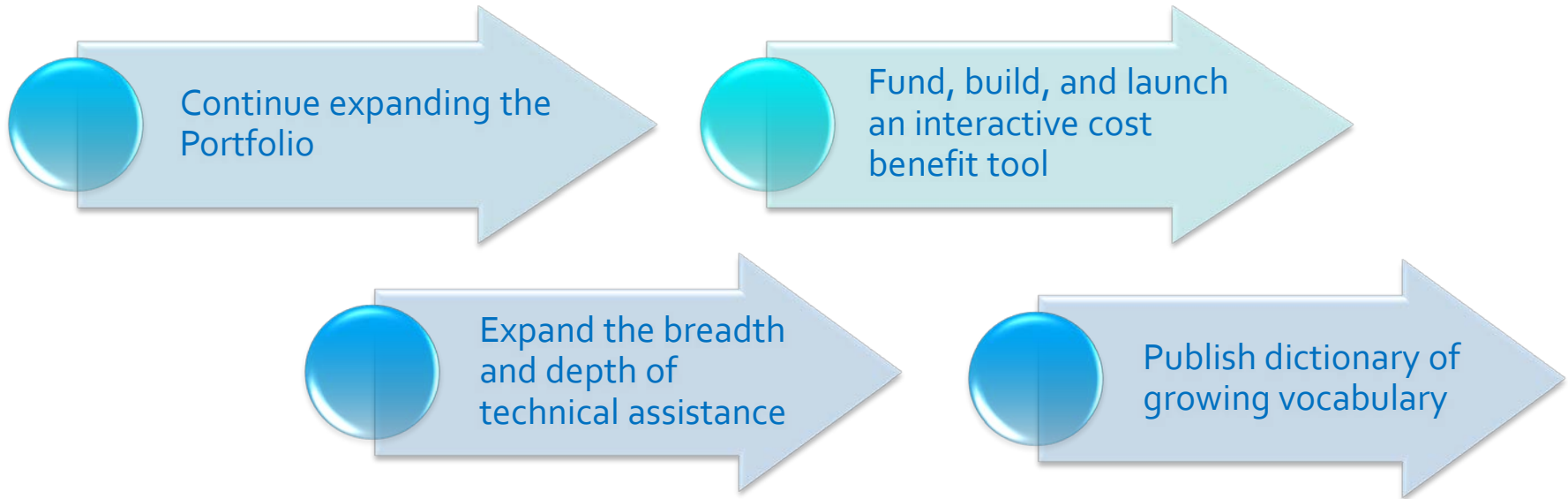
9

Emerging  
Practices

*64 Organizations on the Portfolio*

~~ENCOURAGING AND SUPPORTING THE GROWTH OF UPSTREAM INVESTMENTS AS A KEY~~  
of Marion and Hamilton Counties

# Next Steps: Invest Wisely





# Invest Together

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# Invest Together



Indicators of  
Success 2012  
Update

**2012**  
Activities

**165**  
Engaged  
Local Entities

Shared  
Outcomes  
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Workgroup



# Gold Resolutions



California Parenting Institute  
Child Care Planning Council  
City of Santa Rosa  
Community Action Partnership  
Community Child Care Council  
Community Foundation  
Child Support Services  
Department of Health Services  
Drug Abuse Alternatives Center  
First 5 Sonoma County  
Human Services Department  
National Alliance on Mental Illness  
District Attorney

V.O.I.C.E.S.  
Petaluma City and High School Districts  
Petaluma People Services Center  
Probation Department  
PACEAPP  
River to Coast Children's Services  
Santa Rosa Chamber of Commerce  
Social Advocates for Youth  
Sonoma County Office of Education  
United Way of the Wine Country  
Volunteer Center  
Workforce Investment Board

# Indicators of Success



## Calls to Action

Address  
racial and  
ethnic  
disparities

Widely  
promote  
and use  
the report

Expand  
effective  
practices;  
eliminate  
ineffective  
practices

Engage  
business



# Next Steps: Invest Together

Promote  
*Indicators of  
Success 2012  
Update* and the  
Calls to Action

Design and  
launch a shared  
outcomes  
system

Develop a single  
format for  
articulating  
collective  
impact  
commitment







[www.sonomaupstream.org](http://www.sonomaupstream.org)  
[upstream@schsd.org](mailto:upstream@schsd.org)  
707.565.5800



**UPSTREAM**   
**INVESTMENTS**  
*It is easier to build strong children than to fix broken lives.*



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 55**

(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, 26 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Chris Thomas 565-3781

**Supervisory District(s):**

**Title:** Actuary Review of Proposed Pensionable Compensation Changes

### **Recommended Actions:**

Receive report from Bartel Associates conducting an actuary analysis of the effects of the changes to pensionable compensation as directed by the August 2012 Resolution of Intent for all represented employee groups and employees covered by the salary resolution and other ordinances such as Board of Supervisors, Department Heads, administrative management, confidential and unrepresented.

### **Executive Summary:**

On October 16, 2012, the Board approved a contract with Bartel Associates to provide for actuary review of various proposed changes to pensionable compensation and pension formulas per the Board's resolution of intent adopted in August 2012 and several different separate analyses. Two of those analyses, completed last year, were to calculate the effects of the state law known as the as the Public Employee Pension Reform Act (PEPRA) which became effective on January 1, 2013, and a potential new tier of benefits for those with reciprocity. The report today completes the review of the resolution of intent changes to pensionable compensation potentially affecting all represented employees as well as those covered by the salary resolution and separate ordinances including the Board of Supervisors, department heads, administrative management, confidential and unrepresented employees. The remaining reviews of additional employee pension contributions made to fund the retroactive application of benefit formula changes since 2003 will come in March.

Today's report studied the effect on retirement system costs from eliminating employer contributions to deferred compensation, eliminating annual sick leave conversion to cash, eliminating vacation, administrative, and comp leave cash out provisions, eliminating the 5% increase for department heads providing notice of 12 months or more before leaving County employment and reducing some premium pays. Some of these changes were also affected by PEPRA. The detailed changes studied are listed in Attachment A to the report from Bartel Associates which is attached to this item.

A summary of the estimated savings as a result of the proposed changes to pensionable compensation as noted in the report are shown in the following table:

<b>Pay Type Eliminated from Pensionable Earnings</b> (Savings in thousands per year)	<b>2013</b>	<b>2015</b>	<b>2017</b>	<b>2019</b>	<b>2021</b>
Sick Leave Cashout	301	314	326	337	350
County Contributions to Deferred Compensation			(covered by PEPRA)		
Vacation & Admin Leave Cashout	2,310	2,405	2,498	2,587	2,681
Holiday Comp Time Cashout and Floating Holiday	268	279	290	300	311
5% Pay Increase for Retiring Department Heads			(covered by PEPRA)		
<u>Premium Pay (per reductions of 0.1% of total pay)</u>	<u>102</u>	<u>109</u>	<u>116</u>	<u>124</u>	<u>133</u>
<b>Total</b>	<b>2,981</b>	<b>3,107</b>	<b>3,230</b>	<b>3,348</b>	<b>3,475</b>

The report also includes a caveat that the results are based on the certain Sonoma County Employee Retirement Association (SCERA) system valuation assumptions including annual pensionable salary increases and notes that actual savings estimated in this study will be lower if pensionable salary increases do not occur as per the assumptions. Further, actual savings will depend not only on which groups these changes apply to but also when the SCERA actuary takes these changes into account in their valuations setting the employer and employee contribution rates.

Actuaries from Bartel Associates will be present to review the report with the Board during the Board meeting. The Board is requested to receive the report which will meet the requirement under the Government Code for conducting and publicly sharing an estimate of changes to the pension system costs before acting on items that could have the effect of changing system costs.

Staff will return as indicated in the resolution of intent with changes to the salary resolution and ordinances affecting Board of Supervisors, department heads, administrative management, confidential and unrepresented employees in March.

**Prior Board Actions:**

10/12 – Board approved actuary review agreement with Bartel Associates

08/12 - Board approved resolution of intent to make changes to pensionable compensation and benefits.

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

This amendment supports the Board’s goals with respect to pension reform in order to provide for improved fiscal responsibility, efficiency and accountability for the County of Sonoma

**Fiscal Summary - FY 12-13**

<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):**

The cost savings from the proposed changes will be dependent upon whether they apply only to employees covered by the salary resolution or also those covered by MOU's with various bargaining organizations as noted in the report.

**Staffing Impacts**

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

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

n/a

**Attachments:**

Bartel Associates Report

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





February 21, 2013

Chris Thomas  
Assistant County Administrator  
County Administrator's Office  
County of Sonoma  
575 Administration Drive  
Santa Rosa, CA 95403

Re: Effect of Pensionable Pay Changes on Pension Costs

Dear Mr. Thomas:

We understand that the County of Sonoma may consider eliminating certain types of pensionable pay or certain pay-related practices beginning in 2013. This letter provides the actuarial impact on pension costs of these possible changes in a manner consistent with Section 7507 of the California Government Code which requires agencies to obtain a statement of actuarial opinion regarding the cost impact of retirement plan benefit changes.

**Pensionable Earnings Impact**

Our calculations are based on analysis of actual compensation paid in 2011 and 2012 by pay type across all County employees in each bargaining unit. We reviewed the compensation for all active employees with special emphasis on retiring employees, and we also considered the County rules regarding employee elections of cashouts and leave usage in order to determine the projected effect of a change in the County's pay practices. Our analysis of each element is summarized in Attachment A.

In our study we limited savings to those not already realized due to changes in pensionable earnings brought about by the requirements of AB340 ("PEPRA") and AB197.

A summary of the projected effect of the changes in pensionable earnings is summarized below. Attachment B contains the results separately for each bargaining unit. While the impact of the changes was separately analyzed for each unit, the overall average impact assumes the proportion of payroll for each unit previously supplied by the County.

Pay Type Eliminated from Pensionable Earnings	Average Reduction in Pensionable Earnings	
	General Members	Safety Members
Sick Leave Cashout	0.30%	0.30%
County Contributions to Deferred Compensation	0	0
Vacation & Admin Leave Cashout	2.30%	2.30%
Holiday Comp Time Cashout and Floating Holiday	0.29%	0.21%
5% Pay Increase for Retiring Department Heads	0	0
Premium Pay of 0.1% of total pay	0.10%	0.10%





**Pension Cost Impact**

For current employees, changing pensionable earnings affects the County’s pension costs in two ways. First, there is a change in the Actuarial Accrued Liability as of the change date. This change has been amortized over 20 years as a level percentage of total payroll. Secondly, the Normal Cost for each future year will also change, including a recalculation of the Employee Normal Cost rates. All of these changes relate directly to the change in final average salary at retirement rather than the change in pensionable earnings in other years before retirement.

Our calculations are based on our determination of the projected changes in pensionable earnings outlined above, applied to the Actuarial Accrued Liability and Normal Costs in the December 31, 2011 actuarial valuation of the plan, and assume that the actuarial assumptions in that valuation will remain in effect. In addition, our estimate of the future impact of the changes included the impact on future hires with reciprocal service and future new members under PEPRA as applicable. That analysis used the same assumptions as in our previous reports dated November 20, 2012 and December 7, 2012.

A summary of the projected effect of the changes in pensionable earnings is summarized below. Premium pay figures are based on premium pay amounts of .1% of total pay. For example, if premium pay were 5.0% of total pay, then the savings are calculated based on a reduction to 4.9% of total pay.

	<b>Reduction in 12/31/2011 Unfunded Actuarial Accrued Liability (\$ thousands)</b>	
<b>Pay Type Eliminated from Pensionable Earnings</b>	<b>General Members</b>	<b>Safety Members</b>
Sick Leave Cashout	1,986	718
County Contributions to Deferred Compensation	-	-
Vacation & Admin Leave Cashout	15,228	5,508
Holiday Comp Time Cashout and Floating Holiday	1,927	498
5% Pay Increase for Retiring Department Heads	-	-
Premium Pay of 0.1% of total pay	662	239

	<b>Reduction in 12/31/2011 Employer Normal Cost (\$ thousands)</b>	
<b>Pay Type Eliminated from Pensionable Earnings</b>	<b>General Members</b>	<b>Safety Members</b>
Sick Leave Cashout	88	39
County Contributions to Deferred Compensation	-	-
Vacation & Admin Leave Cashout	671	301
Holiday Comp Time Cashout and Floating Holiday	85	27
5% Pay Increase for Retiring Department Heads	-	-
Premium Pay of 0.1% of total pay	29	13

Shown below is the estimated impact of the changes on 2013 Pension Cost for Safety and Miscellaneous as well as projected total savings for a sample of future years. Attachment C contains a 10-year projection of the effects separately for each bargaining unit. Costs were allocated to bargaining units in proportion to the payroll percentages for each unit previously supplied by the County.



Pay Type Eliminated from Pensionable Earnings	Reduction in 2013 Pension Cost (\$ thousands)	
	General Members	Safety Members
Sick Leave Cashout	215	87
County Contributions to Deferred Compensation	-	-
Vacation & Admin Leave Cashout	1,645	665
Holiday Comp Time Cashout and Floating Holiday	208	60
5% Pay Increase for Retiring Department Heads	-	-
Premium Pay of 0.1% of total pay	73	29
<b>Total</b>	<b>2,141</b>	<b>841</b>

Pay Type Eliminated from Pensionable Earnings	All Members: Projected Reduction in Pension Cost (\$ thousands)				
	2013	2015	2017	2019	2021
Sick Leave Cashout	301	314	326	337	350
County Contributions to Deferred Compensation	-	-	-	-	-
Vacation & Admin Leave Cashout	2,310	2,405	2,498	2,587	2,681
Holiday Comp Time Cashout and Floating Holiday	268	279	290	300	311
5% Pay Increase for Retiring Department Heads	-	-	-	-	-
Premium Pay of 0.1% of total pay	102	109	116	124	133
<b>Total</b>	<b>2,981</b>	<b>3,107</b>	<b>3,230</b>	<b>3,348</b>	<b>3,475</b>

Our results are based on the December 31, 2011 valuation assumptions, which include an assumption of 4.25% for annual across-the-board pensionable salary increases. To the extent that pensionable salary increases are less than assumed the savings estimated in this study will be lower. The reduction would differ between bargaining / salary resolution groups. The actual timing of the savings shown in this letter will depend on when the SCERA actuary takes these changes into account in their valuations setting the employer and employee contribution rates.

**Conclusion**

As illustrated above we believe the County's annual cost would decrease due to the proposed changes.

Chris Thomas  
February 21, 2013  
Page 4



If you have any questions, please contact me at 650-377-1618 or Mary Beth Redding at 650-377-1617.

Sincerely,

A handwritten signature in black ink that reads 'Marilyn M. Oliver'.

Marilyn M. Oliver, FSA, MAAA, EA, FCA  
Vice President & Actuary

A handwritten signature in black ink that reads 'Mary Elizabeth Redding'.

Mary Elizabeth Redding, FSA, MAAA, EA  
Assistant Vice President & Actuary

c: John Bartel - Bartel Associates, LLC  
Joe D'Onofrio - Bartel Associates, LLC

o:\clients\county of sonoma\projects\2012\reports\ba sonomaco 13-02-20 effect of pay changes on pension costs.docx

# ATTACHMENT A

## ANALYSIS OF CHANGES IN PAY PRACTICES

---

Outlined below is a description of the impact of the elimination of various compensation elements from pensionable earnings. PEPRAs changed the treatment of a number of the compensation items. Lessening (or in some cases eliminating) the savings of the changes that had been contemplated by the County.

**a) Eliminate County contributions to deferred compensation plans**

*Current provisions:*

- % varying by bargaining / salary resolution

*Impact of PEPRAs:*

- Current and future employees: Deferred compensation not included in pensionable earnings starting January 1, 2013

*Impact of elimination of County contributions to deferred compensation plans on retirement earnings after PEPRAs:*

- None

**b) Eliminate annual sick leave conversion to cash provisions:**

*Current sick leave provisions:*

- 1) Accrue 12 days per calendar year
- 2) Every year can convert a portion of sick leave accrual to cash or comp time depending on number of sick days taken (3 days if took 1 or fewer sick days, grading down to 0 if took 5 or more sick days) (elect in January based on prior years usage), but must maintain carryover balance of 80 hours (10 days)
- 3) At voluntary separation or retirement may cash out 25% of unused hours, but not included in pensionable earnings
- 4) Upon retirement may convert 100% of accumulated sick leave to credited service instead of taking cashout under item 3)

*Impact of PEPRAs:*

- Current employees and new hires subject to reciprocity: base on accrued and earned
- New employees under PEPRAs: Item 2) eliminated from pensionable earnings

*Impact of elimination of annual sick leave conversion to cash provisions after PEPRAs:*

- Current employees and new hires subject to reciprocity:
  - Item 2) eliminated from pensionable earnings
- New employees under PEPRAs:
  - no change

**c) Eliminate vacation and administrative leave cash-out provisions:**

*Current vacation and administrative leave cash-out provisions:*

- 1) Vacation is accrued each pay period based on service and bargaining unit / salary resolution. For SEIU and DSA schedule is:

Service	Days
0-1	10
2-4	12
5-9	15
10-14	19
15-19	21
20-24	23
25+	24

# ATTACHMENT A

## ANALYSIS OF CHANGES IN PAY PRACTICES

---

- 2) Yearly administrative leave runs from 0 to 77 hours per year and varies by bargaining unit / salary resolution.
- 3) Total maximum accrual (carryover) capped at 280 hours (7 weeks) to 480 hours (12 weeks) depending on bargaining unit / salary resolution
- 4) Can convert up to 80 hours (10 days) per year to cash, but must maintain carryover balance of 80 hours (10 days) – ability to convert to cash suspended for employees for FY 2010/11 and FY 2011/12 as part of Mandatory Time Off Program
- 5) At termination may cash out all remaining vacation and administrative leave, but not included in pensionable earnings though can be put in deferred compensation plan

*Impact of PEPR A:*

- Current employees and new hires subject to reciprocity: base on accrued and earned
- New employees under PEPR A: Item 4) eliminated from pensionable earnings

*Impact of elimination of vacation and administrative leave cash-out after PEPR A*

- Current employees and new hires subject to reciprocity: Item 4) eliminated
- New employees under PEPR A: no change

**d) Eliminate ability to accrue and cash out holiday compensatory time:**

*Current holiday compensatory time provisions:*

- 1) In certain cases compensatory time is granted in conjunction with holidays.
- 2) Employees in the groups below may cash out holiday compensatory time with their normal paycheck in any pay period. The remaining groups (Example: SEIU) may not.
  - o SCLEA, SCPA, DSA, DSLEM, Sal Res BOS & DH & MGT, SCLEMA, SCPDIA 55, SCDPDAA.
- 3) The compensatory account is split into two parts (overtime and holiday). Generally employees may accrue up to a total of 80 hours (10 days) of total (overtime and holiday) compensatory time.
- 4) Time in excess of 80 hours is automatically cashed out for all employees.
- 5) Cashout for under 80 hours was suspended for employees for FY 2010/11 and FY 2011/12 as part of Mandatory Time Off Program. Also the 80 hour limit was increased for FY 2010/11 and FY 2011/12 so the amount of automatic cashouts was reduced.
- 6) At termination remaining compensatory time is cashed out but not included in pensionable earnings.

*Impact of PEPR A:*

- Current employees and new hires subject to reciprocity: cashout of all holiday compensatory time off elements other than floating holidays not considered pensionable earnings, floating holidays applied on earned and payable basis.
- New employees under PEPR A: Items 2) and 4) eliminated from pensionable compensation

*Impact of elimination of ability to accrue and cash out holiday compensatory time after PEPR A*

- Current employees and new hires subject to reciprocity: Items 2) and 4) eliminated
- New employees under PEPR A: no change

**e) Eliminate all floating holiday hours:**

*Current floating holiday cash-out provisions:*

- 1) Yearly accrual based on bargaining unit / salary resolution
- 2) Subject to cashout rules for holiday compensatory time off

*Impact of PEPR A:*

- Current employees and new hires subject to reciprocity: cashouts based on accrued and earned
- New employees under PEPR A: Item 2) applied on earned and payable basis

## ATTACHMENT A

### ANALYSIS OF CHANGES IN PAY PRACTICES

---

*Impact of elimination of all floating holiday hours after PEPR A*

- Current employees and new hires subject to reciprocity: Eliminated from pensionable earnings
- New employees under PEPR A: no change

**f) Eliminate 5% pay increase for retiring department heads upon providing 12 month or more notice**

*Current provisions:*

- 1) 5% pay increase for retiring department heads upon providing 12 months or more notice.

*Impact of PEPR A:*

- Current employees and new hires subject to reciprocity: Item 1) eliminated from pensionable earnings
- New employees under PEPR A: Item 1) eliminated from pensionable earnings

*Impact of elimination of 5% pay increase for retiring department heads after PEPR A*

- Current employees and new hires subject to reciprocity: no impact
- New employees under PEPR A: no impact

**g) Reduce some premium pays**

*Current provisions:*

Various premium pays are included in retirement pay. Types of pay vary by bargaining unit and salary resolution. Some involve % increase in hourly pay while performing particular services. Others (like bilingual) involve adding a flat amount to hourly rate.

*Impact of PEPR A:*

- Current employees and new hires subject to reciprocity: Generally no change
- New employees under PEPR A: Generally no change

*Impact of elimination of premium pay after PEPR A.*

- Current employees and new hires subject to reciprocity: Depends on nature and magnitude of payment
- New employees under PEPR A: Depends on nature and magnitude of payment

**ATTACHMENT B**  
**PROJECTED CHANGE IN PENSIONABLE COMPENSATION BY**  
**BARGAINING UNIT**

---

**Percentage Reduction In Pensionable Earnings Due to Elimination of:**

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holidays</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
SEIU	0.30%	0	2.30%	0.20%	0	0.10%
Local 39	0.30%	0	2.30%	0.20%	0	0.10%
SCPA	0.30%	0	2.30%	0.20%	0	0.10%
SCDPDAA	0.30%	0	2.30%	0.20%	0	0.10%
SCLEMA	0.30%	0	2.30%	0.30%	0	0.10%
SCLEA	0.30%	0	2.30%	0.20%	0	0.10%
SCPDI A	0.30%	0	2.30%	0.10%	0	0.10%
WCE	0.30%	0	2.30%	0.20%	0	0.10%
ESC	0.30%	0	2.30%	0.20%	0	0.10%
Salary Resolution	0.30%	0	2.30%	0.50%	0	0.10%
<b>Total General</b>	<b>0.30%</b>	<b>0</b>	<b>2.30%</b>	<b>0.29%</b>	<b>0</b>	<b>0.10%</b>

<b>Safety Members</b>						
SCLEMA	0.30%	0	2.30%	0.30%	0	0.10%
SCLEA	0.30%	0	2.30%	0.20%	0	0.10%
DSA	0.30%	0	2.30%	0.20%	0	0.10%
DSLEM	0.30%	0	2.30%	0.30%	0	0.10%
Salary Resolution	0.30%	0	2.30%	0.50%	0	0.10%
<b>Total Safety</b>	<b>0.30%</b>	<b>0</b>	<b>2.30%</b>	<b>0.21%</b>	<b>0</b>	<b>0.10%</b>

**ATTACHMENT C**  
**10-YEAR PROJECTION OF CHANGE IN PENSION COST BY**  
**BARGAINING UNIT**

**Projected Reduction In Employer Pension Cost Due to Elimination of:**  
**(\$ thousands)**

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>SEIU</b>						
<b>Calendar Year:</b>						
2013	105	-	808	70	-	36
2014	107	-	823	72	-	37
2015	109	-	838	73	-	38
2016	111	-	854	74	-	39
2017	113	-	870	76	-	41
2018	115	-	885	77	-	42
2019	117	-	901	78	-	43
2020	120	-	918	80	-	45
2021	122	-	936	81	-	47
2022	125	-	955	83	-	48

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>Local 39</b>						
<b>Calendar Year:</b>						
2013	8	-	64	6	-	3
2014	9	-	65	6	-	3
2015	9	-	67	6	-	3
2016	9	-	68	6	-	3
2017	9	-	69	6	-	3
2018	9	-	70	6	-	3
2019	9	-	72	6	-	3
2020	10	-	73	6	-	4
2021	10	-	74	6	-	4
2022	10	-	76	7	-	4



**ATTACHMENT C**  
**10-YEAR PROJECTION OF CHANGE IN PENSION COST BY**  
**BARGAINING UNIT**

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>SCPA</b>						
<b>Calendar Year:</b>						
2013	6	-	46	4	-	2
2014	6	-	47	4	-	2
2015	6	-	48	4	-	2
2016	6	-	48	4	-	2
2017	6	-	49	4	-	2
2018	7	-	50	4	-	2
2019	7	-	51	4	-	2
2020	7	-	52	5	-	2
2021	7	-	53	5	-	2
2022	7	-	54	5	-	3

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>SCDPDAA</b>						
<b>Calendar Year:</b>						
2013	3	-	25	2	-	1
2014	3	-	25	2	-	1
2015	3	-	25	2	-	1
2016	3	-	26	2	-	1
2017	3	-	26	2	-	1
2018	3	-	27	2	-	1
2019	4	-	27	2	-	1
2020	4	-	28	2	-	1
2021	4	-	28	2	-	1
2022	4	-	29	3	-	1

**ATTACHMENT C**  
**10-YEAR PROJECTION OF CHANGE IN PENSION COST BY**  
**BARGAINING UNIT**

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>SCLEMA</b>						
<b>Calendar Year:</b>						
2013	0	-	2	0	-	0
2014	0	-	2	0	-	0
2015	0	-	2	0	-	0
2016	0	-	2	0	-	0
2017	0	-	2	0	-	0
2018	0	-	2	0	-	0
2019	0	-	2	0	-	0
2020	0	-	3	0	-	0
2021	0	-	3	0	-	0
2022	0	-	3	0	-	0

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>SCLEA</b>						
<b>Calendar Year:</b>						
2013	5	-	38	3	-	2
2014	5	-	39	3	-	2
2015	5	-	40	3	-	2
2016	5	-	41	4	-	2
2017	5	-	42	4	-	2
2018	6	-	42	4	-	2
2019	6	-	43	4	-	2
2020	6	-	44	4	-	2
2021	6	-	45	4	-	2
2022	6	-	46	4	-	3

**ATTACHMENT C**  
**10-YEAR PROJECTION OF CHANGE IN PENSION COST BY**  
**BARGAINING UNIT**

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>SCPDIA</b>						
<b>Calendar Year:</b>						
2013	1	-	6	0	-	0
2014	1	-	6	0	-	0
2015	1	-	6	0	-	0
2016	1	-	7	0	-	0
2017	1	-	7	0	-	0
2018	1	-	7	0	-	0
2019	1	-	7	0	-	0
2020	1	-	7	0	-	0
2021	1	-	7	0	-	0
2022	1	-	7	0	-	0

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>WCE</b>						
<b>Calendar Year:</b>						
2013	4	-	32	3	-	1
2014	4	-	33	3	-	1
2015	4	-	33	3	-	2
2016	4	-	34	3	-	2
2017	5	-	35	3	-	2
2018	5	-	35	3	-	2
2019	5	-	36	3	-	2
2020	5	-	36	3	-	2
2021	5	-	37	3	-	2
2022	5	-	38	3	-	2

**ATTACHMENT C**  
**10-YEAR PROJECTION OF CHANGE IN PENSION COST BY**  
**BARGAINING UNIT**

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>ESC</b>						
<b>Calendar Yr.</b>						
2013	16	-	123	11	-	5
2014	16	-	126	11	-	6
2015	17	-	128	11	-	6
2016	17	-	130	11	-	6
2017	17	-	133	12	-	6
2018	18	-	135	12	-	6
2019	18	-	137	12	-	7
2020	18	-	140	12	-	7
2021	19	-	143	12	-	7
2022	19	-	146	13	-	7

<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>Salary Resolution</b>						
<b>Calendar Yr.</b>						
2013	65	-	501	109	-	22
2014	67	-	511	111	-	23
2015	68	-	520	113	-	24
2016	69	-	530	115	-	24
2017	70	-	540	117	-	25
2018	72	-	549	119	-	26
2019	73	-	559	122	-	27
2020	74	-	569	124	-	28
2021	76	-	581	126	-	29
2022	77	-	592	129	-	30

**ATTACHMENT C**  
**10-YEAR PROJECTION OF CHANGE IN PENSION COST BY**  
**BARGAINING UNIT**

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<b>General Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>TOTAL</b>						
<b>Calendar Year:</b>						
2013	215	-	1,645	208	-	73
2014	219	-	1,676	212	-	75
2015	223	-	1,708	216	-	78
2016	227	-	1,740	220	-	80
2017	231	-	1,771	224	-	83
2018	235	-	1,802	228	-	86
2019	239	-	1,835	232	-	89
2020	244	-	1,869	237	-	92
2021	249	-	1,906	241	-	95
2022	254	-	1,945	246	-	98

**ATTACHMENT C**  
**10-YEAR PROJECTION OF CHANGE IN PENSION COST BY**  
**BARGAINING UNIT**

<b>Safety Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>SCLEMA</b>						
<b>Calendar Year:</b>						
2013	3	-	24	3	-	1
2014	3	-	25	3	-	1
2015	3	-	26	3	-	1
2016	3	-	26	3	-	1
2017	3	-	27	3	-	1
2018	4	-	27	4	-	1
2019	4	-	28	4	-	1
2020	4	-	28	4	-	1
2021	4	-	29	4	-	1
2022	4	-	29	4	-	1

<b>Safety Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>SCLEA</b>						
<b>Calendar Year:</b>						
2013	47	-	358	31	-	16
2014	48	-	366	32	-	16
2015	49	-	375	33	-	17
2016	50	-	384	33	-	17
2017	51	-	391	34	-	18
2018	52	-	398	35	-	19
2019	53	-	405	35	-	19
2020	53	-	410	36	-	20
2021	54	-	417	36	-	21
2022	55	-	424	37	-	21

**ATTACHMENT C**  
**10-YEAR PROJECTION OF CHANGE IN PENSION COST BY**  
**BARGAINING UNIT**

<b>Safety Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>DSA</b>						
<b>Calendar Year:</b>						
2013	33	-	256	22	-	11
2014	34	-	262	23	-	12
2015	35	-	268	23	-	12
2016	36	-	274	24	-	12
2017	36	-	279	24	-	13
2018	37	-	284	25	-	13
2019	38	-	289	25	-	14
2020	38	-	293	25	-	14
2021	39	-	298	26	-	15
2022	40	-	303	26	-	15

<b>Safety Members</b>	<b>Sick Leave Cashout</b>	<b>County Contributions to Deferred Compensation</b>	<b>Vacation &amp; Admin Leave Cashout</b>	<b>Holiday Comp Cashout &amp; Floating Holiday</b>	<b>5% Pay Increase for Retiring Department Heads</b>	<b>Premium Pay of .1% of Pay</b>
<b>DSLEM</b>						
<b>Calendar Year:</b>						
2013	3	-	27	3	-	1
2014	4	-	27	4	-	1
2015	4	-	28	4	-	1
2016	4	-	29	4	-	1
2017	4	-	29	4	-	1
2018	4	-	30	4	-	1
2019	4	-	30	4	-	1
2020	4	-	31	4	-	1
2021	4	-	31	4	-	2
2022	4	-	32	4	-	2

**ATTACHMENT C**  
**10-YEAR PROJECTION OF CHANGE IN PENSION COST BY**  
**BARGAINING UNIT**

Safety Members	Sick Leave Cashout	County Contributions to Deferred Compensation	Vacation & Admin Leave Cashout	Holiday Comp Cashout & Floating Holiday	5% Pay Increase for Retiring Department Heads	Premium Pay of .1% of Pay
<b>Salary Resolution</b>						
<b>Calendar Year:</b>						
2013	0	-	0	0	-	0
2014	0	-	0	0	-	0
2015	0	-	0	0	-	0
2016	0	-	0	0	-	0
2017	0	-	0	0	-	0
2018	0	-	0	0	-	0
2019	0	-	0	0	-	0
2020	0	-	0	0	-	0
2021	0	-	0	0	-	0
2022	0	-	0	0	-	0

Safety Members	Sick Leave Cashout	County Contributions to Deferred Compensation	Vacation & Admin Leave Cashout	Holiday Comp Cashout & Floating Holiday	5% Pay Increase for Retiring Department Heads	Premium Pay of .1% of Pay
<b>TOTAL-</b>						
<b>Calendar Year:</b>						
2013	87	-	665	60	-	29
2014	89	-	681	61	-	30
2015	91	-	697	63	-	31
2016	93	-	713	64	-	32
2017	95	-	727	66	-	34
2018	96	-	739	67	-	35
2019	98	-	752	68	-	36
2020	99	-	762	69	-	37
2021	101	-	775	70	-	38
2022	103	-	788	71	-	40





County of Sonoma  
Agenda Item  
Summary Report

**Agenda Item Number: 56**  
(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 26, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors (5<sup>th</sup> District)

**Staff Name and Phone Number:**

**Supervisory District(s):**

Supervisor Efren Carrillo, 565-2241

Fifth District

**Title:** Fee Waiver

**Recommended Actions:**

Approve Fee Waiver of \$4,347 for the Forestville Youth Park Annual Parade and Barbeque (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 12-13**

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

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

The Forestville Youth Park is the only privately run park in the State. 50 years ago, local volunteers founded the park and it is operated solely by volunteers and with no taxpayer funds. The Youth Park serves as the only public athletic fields for a huge geographic area encompassing the entire West County area. Little League and soccer groups from as far away as Jenner, Cazadero, and Bodega Bay rely on the youth park for their sport activities, and are able to waive fees for underprivileged families as a result.

A park of similar size would cost the County of Sonoma approximately \$110,000 per year to operate. The volunteer Board of Directors runs their entire operation on a budget of just over \$50,000. This event is their most critical means to raise the money required to sustain the park.

**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:**

Fee Waiver Application, Letter from Forestville Youth Park

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

None.

SUBMIT TO:  
 Board of Supervisors  
 575 Administration Dr, Ste 100A  
 Santa Rosa, CA 95403

**COUNTY OF SONOMA**

**RECEIVED**  
 JAN 28 2013  
 BOARD OF SUPERVISORS  
 COUNTY OF SONOMA  
 For Board of Supervisor Use Only

**Fee Waiver/Board Sponsorship Request Form**

**FEB 01 2013**

1. Contact information for individual requesting fee waiver/sponsorship:

BOARD OF SUPERVISORS  
 COUNTY OF SONOMA

Name: Patti Baxman  
First Middle Last

Mailing Address: 2510 Woolsey Rd Windsor CA 95492  
Number, Street, Apt/Suite City State Zip

Phone: (707) 575 - 3484 Email: anguspb@aol.com  
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Forestville Youth Park

Mailing Address: 2510 Woolsey Rd Windsor CA 95492  
Number, Street, Apt/Suite City State Zip

Phone: (707) 575 - 3484 Email: anguspb@aol.com  
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Valerie Brown District 1	David Rabbitt District 2	Shirlee Zane District 3	Mike McGuire District 4	Efren Carrillo District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

City                       Special District                       Other Local Government

School                       Non-profit or CBO

Other (please specify): \_\_\_\_\_

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event:       One Time       Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
PMDR	Encroachment Parade	\$586.00
PMDR	Project Review Health Specialist	\$189.00
PMDR	Event Permit	\$1,593.00
SCEH	Environmental Health (food)	\$1,979.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
4 / / 2012	PMDR/SCEH	Special Event	\$3,981.00
2 / / 2011	PMDR/SCEH	Special Event	\$3,632.00
2 / / 2010	PMDR/SCEH	Special Event	\$3,920.00
3 / / 2009	PMDR/SCEH	Special Event	\$3,362.00

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
  Sales Tax
  Special Assessment
- User Fees

Other (please specify): \_\_\_\_\_

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

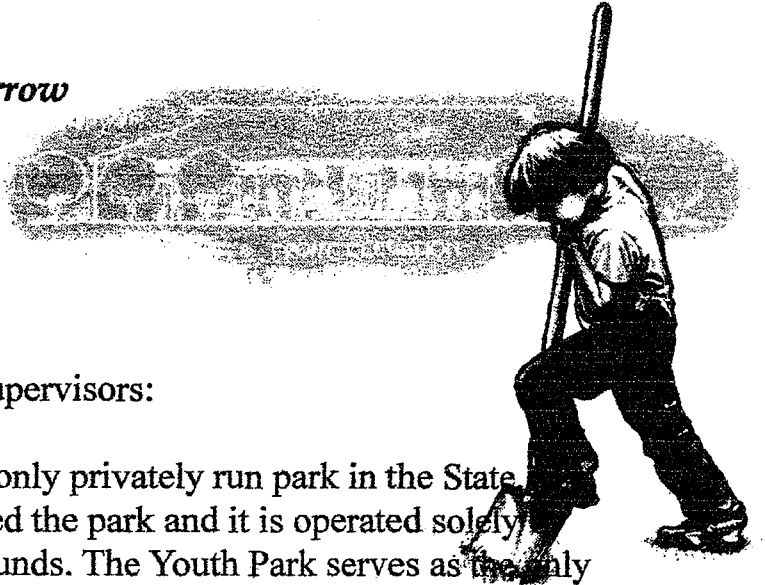
  
 Authorized Signature

Board Member/Event Chairperson  
 Title

1 / 28 / 2013  
 Date

# Forestville Youth Park

*... building for tomorrow*



Dear Sonoma County Board of Supervisors:

The Forestville Youth Park is the only privately run park in the State years ago, local volunteers founded the park and it is operated solely by volunteers and with no taxpayer funds. The Youth Park serves as the only public athletic fields for a huge geographic area encompassing the entire West County area. Little League and soccer groups from as far away as Jenner, Cazadero and Bodega Bay rely on the youth park for their sport activities and are able to waive fees for underprivileged families as a result.

A park of similar size would cost the County of Sonoma approximately \$110,000 per year to operate. The volunteer Board of Directors runs their operation on a budget of just over \$50,000. This event is their most critical means to raise the money required to sustain the park.

We, the Forestville Youth Park Board, would like to thank you for all of the years in the past of waiving the event fees.

Thank you for your consideration in this matter.

Sincerely,

Patti Baxman

Chairperson

Board Member



# County of Sonoma Fee Waiver Policy

Authority: Board of Supervisors  
Approval Date: June 2, 2009  
Effective Date: July 1, 2009

## 1. Purpose

The purpose of this policy is to establish guidelines to be used to evaluate requests for fee waivers and to implement a structure and process through which consistent information for fee waiver requests will be collected and evaluated.

## 2. Background

Sonoma County is facing unprecedented fiscal challenges. As a result of the economic downturn, job and income losses, declining home values, and reduced consumption, the County's major sources of revenue property tax and sales tax have declined substantially. The situation is exacerbated by an increase in demand for county services. In light of this new fiscal reality, the county is reviewing all resource allocation decisions. Fee waivers, are an expense to the County General Fund. Fees are established to pay for the cost of a service provided by a county department. When a fee waiver is granted, the County General Fund pays the department in an amount equal to the fee waived.

## 3. Policy

The Board of Supervisors may, at their sole discretion, approve or disapprove fee waiver requests. Effective July 1, 2009, the following general guidelines will be used to assist in the determination of whether a requested fee waiver is eligible or ineligible.

Eligible for fee waivers	Ineligible for fee waivers
Community based organizations (CBO) or non-profits providing a direct service that is similar to or complimentary to a key county policy goal or direct service that the county is typically responsible for providing; e.g. emergency or economic assistance or basic sustenance needs (emergency food, shelter, etc.)	Flood elevation program fees
	Other county department fees
	Other governmental agencies – unless they can demonstrate an inability to pay the county fee
Governmental agencies that do not receive tax funding and can demonstrate an inability to pay the county fee	Fund raising events - where attendees pay a fee for admission to the event or in the case of festivals where vendors pay to participate in the event

## 4. Phased in Reduction for CBOs and Non-Profits

CBOs and non-profits that have received a fee waiver in the 12 months prior to the effective date of this policy, for an activity/event that may no longer be eligible under this policy, will be considered for a phased reduction in fees as follows:

- Year 1 – Up to two-thirds of the fee amount previously waived, may be waived
- Year 2 – Up to one-third of the fee amount previously waived, may be waived
- Year 3 – Fee waiver ineligible

The phased-in reduction does not apply to CBOs and non-profits who received fee waivers for a fund raising activity/event, where the CBO or non-profit has the ability to set entry or participation fees at a level necessary to cover costs, including the cost of any associated fees.

#### **5. Fee Waiver Request Form**

Fee waiver requests submitted on or after June 2, 2009, must be accompanied by a Fee Waiver Request Form (Attachment A). Copies of this form may be obtained from the County of Sonoma, Clerk of the Board of Supervisors, located at 575 Administration Drive, Room 100A, Santa Rosa, CA, 95403, or at the following website: <http://www.sonoma-county.org/board/index.htm>.

Fee Waiver Request Forms must be complete, signed, and accompanied by supporting documentation to demonstrate eligibility for the requested fee waiver. Demonstrated eligibility does not assure approval of a fee waiver request.

Completed Fee Waiver Request Forms shall be submitted to the Clerk of the Board of Supervisors at the address above. The Clerk will forward requests to the Board Member specified by the applicant.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 71 2:10 P.M.**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** February 26, 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:** Sonoma County Oral Health Update

### **Recommended Actions:**

Accept staff report on continuing efforts related to oral health, and authorize various activities relating to promoting and advancing oral health in Sonoma County, including: an agreement with Community Action Partnership to lead community-based oral health activities (\$90,000, January 1, 2013 through December 31, 2014); an agreement with The Lew Edwards Group to develop a public education campaign related to oral health efforts (\$70,000, March 1, 2013 through December 31, 2013).

Direct staff to continue efforts to analyze the potential of fluoridation in Sonoma County including: convening an advisory committee to provide guidance on the fluoridation assessments, planning and implementation process, and enter into an agreement with California State University, Sacramento to facilitate the advisory committee and discussion with water retailers and community stakeholders (\$54,936, March 1, 2013 to June 30, 2015); and an agreement with MWH Americas, Inc. to develop a Preliminary Engineering Design Report for fluoridation of Sonoma County Water Agency's drinking water supply (\$102,970, March 1, 2013 to September 30, 2013).

### **Executive Summary:**

#### **Introduction:**

In January 2010 the Department of Health Services (Department) provided the Board with an update on the status of oral health in Sonoma County and requested authorization to enter into a contract with the California Dental Association Foundation (CDAF) to conduct an initial assessment of Sonoma County's water distribution system and issues related to fluoridation. In February 2012 the Department provided the Board with an updated status report on oral health and outlined a series of next steps the Department would take on the pathway to improve oral health, including continued work on the fluoridation assessment report.

The purpose of today's report to the board is to update the Board on progress related to oral health. The Department has prepared a draft report which provides an overview of oral health in Sonoma County, a description of the five key approaches to promoting oral health and the role of fluoridation as



one of these approaches, a discussion of the safety and efficacy of fluoridation, a description of regional approaches, a summary of legal and legislative issues, an overview of potential concerns and support, and information regarding the estimated costs of water supply fluoridation. In addition, the Department requests authorization to enter into contracts to promote and advance oral health in Sonoma County and to continue the Department's efforts to analyze the potential oral health benefits of fluoridation in Sonoma County.

As the Department continues its efforts to improve oral health, it will continue to seek input from the public and work closely with the Sonoma County Water Agency, stakeholders, partners, water district representatives and other interested parties.

The Department will return to your Board with a final report including detailed design, cost analysis, implementation and financing proposal if appropriate by March 2014.

**Status of Oral Health in Sonoma County:**

Dental disease continues to be a major source of preventable suffering and expenditures for Sonoma County residents of all ages, particularly for the County's low income residents and members of communities of color. Access to dental services for these residents, while improving, remains precarious. The State's elimination of Medi-Cal funding for dental care for adults in 2009 has further exacerbated this situation. Even for the middle class, care for caries, root canals, extractions, and infections represent a frequent and significant burden of preventable suffering, loss of productivity, and family expenditures. While the focus is usually on children, poor dental health is also a severe problem in pregnancy and for the elderly. While no Sonoma County dental data for the elderly are available, one third of low-income elderly in the United States have no teeth remaining. Among adults, aged 45 to 64, only 29 percent had a full set of permanent teeth (excluding third molars). Racial disparities are significant, with 35 percent of non-Hispanic white adults having all of their natural teeth, while only 19 percent of Hispanic adults and 11 percent of non-Hispanic black adults have all their natural teeth.

In 2010, approximately 13 percent of Sonoma County families were living under the federal poverty level (\$10,830 for an individual, \$22,050 for a family of four). Over 40 percent of Sonoma County school children are eligible for free or reduced price meals, with school districts in Santa Rosa, Petaluma, Sonoma, and Monte Rio having the greatest number of participants. A majority of the County's children in low income families live in neighborhoods clustered along the Highway 101 corridor and in the Sonoma Valley, areas largely served by the Sonoma County Water Agency.

The *Sonoma County Smile Survey* of June 2009, an oral health assessment of a sample population of kindergarten and third grade children, revealed that of those surveyed almost half of the kindergarteners and about 6 out of 10 third graders had experienced tooth decay; over 16 percent of them had *untreated* decay; thousands of kindergarteners and third graders had serious problems from dental disease - abscesses, inflammation and pain; and more than four out of five children do not receive dental sealants, a well accepted clinical intervention to prevent tooth decay on molar teeth. While rates of decay even for white children were significant, low income and Latino children had twice the rate of dental decay of white or higher income children.

**Community Action Partnership:**

As part of the continuing efforts to educate the public on oral health, early interventions and prevention as well as to increase collaboration between oral health providers, the Department requests the Board authorize the Director of Health Services to execute an agreement with Community Action Partnership

(CAP). Under this contract CAP will provide, coordinate, and lead community-based oral health activities for the period January 1, 2013 through December 31, 2014 in an amount not to exceed \$90,000. The work to be performed by CAP is consistent with recommended national best practices for promotion of oral health and the Department's broader oral health initiatives. The scope of work requires CAP to facilitate community outreach and receive input in collaboration with Sonoma County Oral Health Access Coalition (SCOHAC). This relationship places CAP in a position to leverage existing and unique community partnerships to improve oral health in Sonoma County. A single-source request was submitted for this agreement and approved by the Sonoma County Purchasing Agent.

The mission of SCOHAC is to collaborate in the promotion of oral health through advocacy, prevention, education, and improved access to care for all people in our community. With this contract arrangement, SCOHAC will also work to expand access to dental preventive services such as sealants and varnishes and will augment County efforts in providing education to the public regarding dental health. SCOHAC will also carry out an updated Sonoma County Smile Survey to assess progress in oral health for the County's children from 2009 to 2013.

Funding for the contract is included in the Department's budget and no additional funding appropriation is requested.

**Public Education/Communications Campaign Contract:**

To further advance efforts related to public education of oral health and gauge public awareness and opinion, the Department requests the Board authorize the Director of Health Services to execute an agreement with The Lew Edwards Group to develop a public education and communications campaign on key steps to prevent tooth decay and promote oral health in Sonoma County for the period March 1, 2013 through December 31, 2013 in an amount not to exceed \$70,000. The contract scope of work requires The Lew Edwards Group to provide opinion research, message development services, social media and marketing and other communication work to the County of Sonoma to support Department of Health Services efforts to promote prevention in oral health.

The Lew Edwards Group was selected to carry out this work based on the results of a competitive proposal process. An RFP was released on December 10, 2012. The RFP was issued to a vendor list and published on the Department's website. The Lew Edwards Group submitted the sole response to the RFP. An evaluation committee that included the Sonoma County Health Officer, two Department staff representatives, and a community representative reviewed the response and determined that The Lew Edwards Group possesses the necessary capabilities to perform the work. The primary factors in the selection of The Lew Edwards Group were demonstrated successful prior work and experience with similar projects with other government bodies and elected officials, including the City of Healdsburg, Sonoma County Regional Parks, Palm Drive Health Care District, and other North Bay counties and cities.

Funding for the contract is included in the Department's budget and no additional funding appropriation is requested.

**Fluoridation - One of the Five Basic Pillars of Dental Health:**

There are five basic pillars on which to improve dental health. The first and most wide reaching is fluoridation. The second is provision of dental sealants in school aged children. The third is the use of varnishes in childhood. The fourth is expansion of access to dental care. The fifth is education on appropriate personal dental habits of brushing, flossing, and a healthy diet. The United States Task Force on Preventive Services Community Guide recommends that communities implement both water

fluoridation and school based sealant programs. While fluoridation is the single most cost-effective and equitable approach to improving dental health, it should always be part of a broad approach including access to care, improved diet, education and other preventive interventions. It is the strategy capable of reaching the largest number of residents of all walks of life, contributing to the prevention of suffering, and reducing health disparities. The Department is working with the Sonoma County Oral Health Task Force and SCOHAC to advance all of the pillars. Sealants, while very effective, protect only certain molar teeth and only for a period of years. Whereas water fluoridation helps protects all teeth, at all ages, every day. So they are complementary, not alternative practices.

**Fluoridation Policy:**

Creating local policy in favor of fluoridation is complex. Developments in California beginning with AB 733 (the Fluoridation Act of 1996) have helped to move fluoridation forward, particularly in the metropolitan areas of Southern California. The Act requires that water retailers with over 10,000 connections fluoridate their water supplies, providing that funding is made available. In Sonoma County the requirement applies to Santa Rosa and Petaluma at this time. In Northern California, water supplies for all major cities except San Jose are fluoridated, and fluoridation in Santa Clara County was approved in December 2012. This includes Sacramento, San Francisco, most of Contra Costa and Alameda counties, and southern Marin County. All the Peninsula communities that are served by the San Francisco Public Utilities Commission system are also receiving fluoridated water. In Sonoma County, only the City of Healdsburg and the adjacent Fitch Mountain area receive fluoridated water. In the last five years, the percentage of California residents who receive fluoridated water has risen from 27 to 58 percent.

Although the California Fluoridation Act of 1996 applies to retail water systems, recent approaches to fluoridation have begun with an investigation of regional water delivery systems, which often involve a wholesale system. Most urban populations in the state are supplied by a wholesale water delivery system. Achieving optimally fluoridated water in the most cost-effective way possible is essential. Engaging wholesale suppliers often results in cost containment in the installation of fluoridation systems. In the process of preparing the assessment report, it became clear that this is the case in Sonoma County, where fluoridation of the major population centers could best be achieved by beginning with fluoridation by the wholesale supplier, Sonoma County Water Agency (Water Agency). For the cities of Santa Rosa, Petaluma, Rohnert Park, Cotati, and Sonoma, and Valley of the Moon Water District, the Water Agency provided an average of 84 percent of the water supply over a four year period. Windsor receives a lesser percent of its water from the Water Agency. Using this approach, approximately 300,000 County residents could benefit, with roughly 250,000 receiving near optimally fluoridated water. In contrast, fluoridation by each water retailer at their turnouts and their local wells would be far more expensive and less efficient.

The service area of the Water Agency includes communities served primarily by eight water retailers. Each water retailer purchases water from the Water Agency and also owns and operates a “supplemental” water supply. Certain supplemental supplies managed by local retailers may ultimately require installation of fluoridation equipment if these retailers are to deliver optimally fluoridated water to their customers. A preliminary engineering plan for the design and cost of fluoridating water supplied by the Water Agency is the next step toward the development of a fluoridation implementation plan for the County.

A number of smaller water retailers serve other parts of the County, especially the northern and

western areas. None of these retailers surpass the 10,000 connections required to be subject to the California Fluoridation Act. However, assessment of the reach and cost of fluoridation of Sonoma County water systems not served by Water Agency needs to be carried out and should be addressed in the near future.

**Sonoma County Fluoridation Assessment Draft:**

In 2010, the Department of Health Services (Department) contracted with the California Dental Association Foundation (CDAF) to conduct a fluoridation assessment for Sonoma County to identify the infrastructure, naturally occurring fluoride levels in the water supply, and an approximate initial capital construction and operating estimate for fluoridation. The United States Department of Health and Human Services and the California Department of Public Health are currently working to finalize new recommendations for a lower level of fluoride to be used in water fluoridation. As a result, the Department requested that CDAF recalculate its rough cost estimates, which have been included in the attached report. The new recommendation lowers required fluoride levels to take into account that the population now receives fluoride from additional sources such as toothpaste.

In February 2012, the Department provided the Board with an oral health update, including a timeline to provide the Board with a Sonoma County Fluoridation Assessment Report by January 2013. At that time the Board directed the Department to collaborate with the Water Agency to identify next steps, timeline, and necessary resources to develop a plan for fluoridation. The Department worked with the Water Agency, cities, stakeholders, partners, and representatives from local water districts to gather the information. In preparing this work, it became clear that several steps are needed. The draft Assessment, developed by the Sonoma County Health Officer, with support from the California Dental Association Foundation, is the first stage of this process. It includes an analysis of data, development of a proposed process, alignment of recommendations to current national standards, documentation of the health impacts of fluoridation, and projected oral health improvement outcomes while promoting community understanding. It concludes that fluoridation of the Sonoma County Water Agency water supply is the logical, highest impact, and most cost-effective first step to protect the oral health of County residents. How best to address the oral health of areas not served by the Water Agency should be the object of future study.

Before any final decision can be made on implementation of fluoridation, additional steps of obtaining a more accurate engineering cost assessment, building understanding and community input, and developing a financing proposal are needed. Today's action at your Board simply reports on the steps taken to date, presents the draft report, and recommends and authorizes the next steps in the planning process.

The first of these steps is that the Department of Health Services Director will convene a Fluoridation Advisory Committee (Committee) to provide technical guidance throughout the fluoridation assessment process. Members of the Committee will be appointed by the County Health Officer and will include representatives from the dental and medical communities, hospital and health maintenance organizations, community clinics, community organizations, local water retailers, the Water Agency, the Department of Health Services, local service agencies whose target population includes children from low-income families, seniors and racially diverse communities, and consumer advocates. Approximately 10 to 15 members will be selected for their demonstrated leadership and expertise, to serve an initial one year term. Committee membership will be configured to balance the interests of the community's diverse stakeholder groups and to reflect the County's geographic and ethnic diversity. The Committee

will provide advice on oral health fluoridation issues, gather relevant data, facilitate broad community input, review information on engineering proposals, and develop recommendations for consideration by the Department. Committee meetings will be open to the public.

A facilitator will be utilized to support the Committee meetings as well as the community engagement process with community organizations and with local water retailers.

**Facilitation Contract:**

The Department requests the Board authorize the Director of Health Services to execute an agreement with California State University, Sacramento (CSUS) to facilitate the Fluoridation Advisory Committee for the period March 1, 2013 to June 30, 2015 in an amount not to exceed \$54,936. The contract scope of work requires CSUS to facilitate four meetings of the Advisory Committee, and meetings with community organizations and water retailers, including agenda design, facilitation, and follow-up. In addition, CSUS will facilitate up to twelve stakeholder meetings.

CSUS was selected to carry out this work based on the results of a competitive proposal process. A Request for Proposals (RFP) was released on December 4, 2012. The RFP was issued to a vendor list including three organizations, and published on the Department's website. CSUS submitted the sole response to the RFP. An evaluation committee that included the Sonoma County Health Officer, a representative from the Sonoma County Water Agency, and two community representatives reviewed the response and determined that CSUS possesses the necessary capabilities to perform the work. The primary factors in CSUS's selection were their demonstrated successful prior work and experience with similar projects.

Funding for the contract is included in the Department's budget and no additional funding appropriation is requested.

**Preliminary Engineering Design Report and Cost Estimate:**

The Department requests the Board authorize the Director of Health Services to execute an agreement with MWH Americas, Inc. (MWH) to prepare a preliminary engineering design report for the period March 1, 2013 to September 30, 2013 in an amount not to exceed \$102,970 with Sonoma County Water Agency staff providing technical assistance and oversight of the agreement. The contract scope of work requires MWH to prepare an engineering design report which will include presentation of the fluoridation system approach and alternatives, regulatory and permit requirements, fluoridation system selection recommendations, design criteria, facility improvement requirements, and cost estimates.

MWH was selected to carry out this work based on the results of a competitive proposal process. An RFP was released on December 10, 2012. The RFP was issued to a vendor list of 12 vendors, and published on the Department's website. Two vendors submitted responses to the RFP. An evaluation committee that included the Sonoma County Health Officer, two representatives from the Sonoma County Water Agency, and a Department staff representative reviewed the responses and determined that MWH was the most capable and possesses the necessary capabilities to perform the work. The primary factors in MWH's selection were their demonstrated successful prior work and experience with similar projects. Funding for the contract is included in the Department's budget and no additional funding appropriation is requested. The contractor will evaluate the Water Agency's systems and propose the optimal locations and characteristics for fluoridation facilities and processes, provide an analysis of alternatives and recommendations, and provide a cost estimate with a specified range of accuracy.

### **Health Services Outreach Efforts Related to Fluoridation to Date:**

The Department greatly values the input of stakeholders and members of the community on the fluoridation of Sonoma County's drinking water. Community input has been, and will continue to be, an important component of the Department's assessment. To date, the Department has received public input from a variety of sources including:

**Dialogue Groups** - On January 31, 2013 the Department conducted three meetings with identified stakeholder groups. The meetings solicited input from the environmental, health care provider, and business communities. Representatives included Community Action Partnership, Hispanic Chamber of Commerce, Kaiser Permanente, Sutter Medical Center, Latino Service Providers, North Bay Independent, Northern California River Watch, Petaluma Health Center, Russian River Watershed Protection Committee, Santa Rosa Community Health Centers, Sierra Club, Sebastopol Water Information Group, Sonoma County Conservation Action, Sonoma County Indian Health Project, Sonoma County Water Agency, Sonoma County Water Coalition, University of California San Francisco, Valley of the Moon Alliance, Weston A Price Foundation (7 individuals), Dawna Gallagher, Carol Goodwin (Community Voice), James Bennett (North Bay Independent), community dentists including Anthony Fernandez, Jim Simmonds, Gregory Mlynarczyk, and Susan Cooper participated, as did an outside expert on dental health, Professor Howard Pollick of UCSF.

**Department's Fluoridation Website** - The Department has established a water fluoridation website located at <http://www.sonoma-county.org/health/topics/fluoridation.asp>. For the period June 2012 through January 2013 the website has received over 436 visits.

**Other Activities** - From June 2012 through January 2013 Department staff interfaced with community stakeholders on 32 occasions, either in person or by phone.

**Communications** - The Department has been tracking communications received from the public related to the fluoridation issue. In total, the Department has received communications from 318 individuals with 57 (18%) expressing an opinion against fluoridation and 261 (82%) expressing an opinion in favor of fluoridation.

Resolutions or letters in support of fluoridation were received from the Sonoma County Medical Association, Sonoma County Oral Health Task Force, and the Sonoma County Maternal and Child Health Advisory Board. These expert bodies and organizations indicated the severe burden of oral health problems, the effectiveness of fluoridation, and the positive impact on health disparities as reasons to support fluoridation. Organizations whose representatives participated in the resolutions of support for fluoridation from the Oral Health Task Force and the Maternal and Child Health Advisory Board included Community Action Partnership, North Bay Leadership, two First 5 Commissioners, Pediatric Dental Initiative, Redwood Community Health Coalition, Santa Rosa Community Health Centers, Santa Rosa Junior College, Sutter Medical Center of Santa Rosa, California Parenting Institute, St. Josephs Health and St. Joseph's Dental Clinics, Kaiser Permanente Santa Rosa, Redwood Empire Dental Society, Russian River Health Center, Sonoma State University Department of Nursing, Sonoma County Office of Education, Southwest Community Health Center, Petaluma Health Center, The Living Room, West County Health Centers, Center for Applied Research Solutions, Cuclis PR, Senator Noreen Evans' Office, as well as individual dentists and hygienists and representatives of the business community. Representatives of Sutter Medical Center, St. Joseph Health, Santa Rosa Community Health Centers, and Community Action Partnership have also provided separate letters in support to date.

Of the 57 individuals who expressed an opinion against fluoridation, 81 percent indicated that they were concerned about possible toxicity, 65 percent indicated lack of efficacy as a reason, 60 percent indicated compulsory medication as a reason, and 14 percent indicated cost as a reason to oppose fluoridation. In most cases individuals expressing an opinion against fluoridation indicated multiple reasons. All individuals in support of fluoridation cited its efficacy as the basis of their opinion, with some indicating the low cost as a benefit. The Westin A Price Foundation has manifested its opposition.

In addition, an electronic (online) petition has been submitted to the Board of Supervisors. As of February 7, 2013, the petition states that it has 219 signatures. However, no names or addresses of the signers were provided.

**Prior Board Actions:**

On May 13, 2008 the Board accepted a report on the Community Health Needs Assessment for 2008-2011. On January 12, 2010 the Board authorized a contract for a fluoridation assessment for Sonoma County. On February 28, 2012 the Board accepted a status report on Dental Health in Sonoma County.

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

This action supports overall health, including the healthy development of children, by reducing the burden of dental disease at all ages, one of the most preventable conditions causing suffering in the nation. Oral Health Education, dental sealants, fluoride varnishes and water fluoridation aim to prevent tooth decay (dental caries), one of the most prevalent chronic diseases worldwide. Tooth decay can cause pain and impair eating, speaking, facial appearance, and acceptance into society. These activities will have the greatest affect on improving the quality of life of children, particularly those of low socioeconomic status, and will reduce the striking health disparities in this area.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 186,670	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 186,670
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 186,670</b>	<b>Total Sources</b>	<b>\$ 186,670</b>

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

Total amount for contracts is \$317,906; FY 12-13 - \$186,670, FY 13-14 - \$111,300, and FY 14-15 - \$19,936. Of the total contract amount of \$317,906, the FY 12-13 budget includes Intergovernmental Transfer funding of \$186,670 as provided for in the Memorandum of Understanding between Partnership HealthPlan of California and the Department of Health Services dated June 2012 and included in the Department's FY 12-13 first quarter consolidated budget request. The remaining \$131,236 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>			
Sonoma County Fluoridation Assessment Draft, agreement with Community Action Partnership, agreement with California State University, Sacramento, agreement with The Lew Edwards Group, and agreement with MWH Americas, Inc.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			



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WITH TEETH



# Sonoma County Fluoridation Assessment Draft Report

Prepared by:

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Sonoma County Health Officer

February 26, 2013



Rita Scardaci  
Director of Health Services



Acknowledgement: This report was prepared with the assistance of the California Dental Foundation (CDAF), Ms. Marjorie Stocks and Engineer Lyle Hoag, with technical input from Sonoma County Water Agency and from surveys on water retailer systems. All cost estimates and system descriptions were prepared by CDAF. Percent of water supplied locally was from the Sonoma County Water Agency (SCWA). The summary of benefits and costs is primarily from the Centers for Disease Control and Prevention. The final report is the responsibility of the Sonoma County Department of Health Services.

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## Executive Summary

Dental health problems continue to be a major source of preventable suffering and expenditures for Sonoma County residents of all ages. An epidemic of dental disease is compromising the health and quality of life of Sonoma County's children. Almost half of our kindergarteners and about 6 out of every 10 of our third graders have experienced tooth decay, and over 16 percent of them have *untreated* decay. Poor and Latino children have over twice the rate of dental disease of wealthier or white children. The elderly are also particularly severely affected by the discomfort, dangers and cost of dental disease. Left untreated, tooth decay often has serious consequences, including needless pain and suffering, difficulty speaking and chewing and lost days in school. For adults, this situation has been exacerbated by the discontinuation of Medical dental services in 2009.

Fluoridation is the single most cost-effective and equitable approach to improving dental health. Nevertheless fluoridation is only one of several tools needed to optimize oral health. These pillars of oral health also include education on good oral hygiene and dietary practices, provision of varnishes and sealants, access to dental care. Strengthening of each of these pillars is being pursued in concert in Sonoma County. Former Surgeon General Richard H. Carmona, MD said of water fluoridation that it "is a powerful strategy in our efforts to eliminate differences in health among people and is consistent with my emphasis on the importance of prevention."<sup>1</sup> After sixty years, water fluoridation remains the primary method of preventing dental caries in public health dentistry. In northern California, all the major cities except San Jose are fluoridated, and fluoridation in Santa Clara County is now beginning. That includes Sacramento, San Francisco, most of Contra Costa and Alameda counties, and southern Marin County. All the Peninsula communities that are served by the San Francisco Public Utilities Commission system are also fluoridated. In Sonoma County, only Healdsburg and the adjacent Fitch Mountain area, and the Coast Guard facility in Petaluma, receive fluoridated water.<sup>2</sup>



Creating local policy in favor of fluoridation is complex, and the progress in the communities named above has taken place over several decades. However, developments in California, beginning with AB 733 (the Fluoridation Act of 1996), have helped to move fluoridation forward, particularly in the

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<sup>1</sup> Surgeon General Richard H. Carmona, *Statement on Community Water Fluoridation, 2004*, U.S. Centers for Disease Control and Prevention. Retrieved on August 2, 2010, from [http://www.cdc.gov/fluoridation/fact\\_sheets/sg04.htm/](http://www.cdc.gov/fluoridation/fact_sheets/sg04.htm/)

<sup>2</sup> "Toothache: Unending Fight About Fluoride Leaves a Cavity in Kids' Health," *Sonoma Press Democrat*, May 20, 2008, retrieved on July 7, 2010, from <http://www.pressdemocrat.com/article/20080520/OPINION/805200313/>

metropolitan areas of southern California. In the last five years, the percentage of Californians who receive fluoridated water has risen from 27 to 58 percent.<sup>3</sup>

Although the Fluoridation Act of 1996 applies to retail water systems with over 10,000 connections, requiring them to fluoridate if funding is available, recent approaches to fluoridation have begun with an investigation of regional water delivery systems, which often involve a wholesale system. Most urban populations in the state are supplied by a wholesale water delivery system. Given the current economic climate, achieving optimally fluoridated water in the most cost-effective way possible is essential. Engaging wholesale systems often results in cost containment in the installation of fluoridation equipment. That would be the case in Sonoma County, where fluoridation of the major population centers would best be achieved by beginning with the fluoridation of the wholesale supplier, Sonoma County Water Agency (henceforth referred to as the Water Agency). For the cities of Santa Rosa, Petaluma, Rohnert Park, Cotati and Sonoma and the Valley of the Moon water district, the SCWA provided an average of 84 percent of the water supply over 4 years. Windsor receives a lesser percent of its water from SCWA.

The service area of the Water Agency includes communities served primarily by eight major retail systems, commonly called the Water Retailers. In addition to the Water Agency water that they purchase, each of the major Water Retailers owns and operates a retail water supply, herein referred to as “supplemental.” Certain supplemental supplies of the retail systems may ultimately require installation of fluoridation equipment if they are to deliver optimally fluoridated water to their customers, if they are regularly used and supply significant volumes of water. In addition to the funding required for the Water Agency, financial challenges in the fluoridation of the supplemental supplies of these retail systems will need to be addressed over time. Financial planning for fluoridation should seek to minimize the impact on ratepayers.

## Oral Health in Sonoma County

Oral health continues to be a major public health challenge in Sonoma County. This is particularly the case for the County’s poor and minority residents. Access to dental services for children, while improving, remains precarious. Since State MediCal coverage of dental services was ended July 2009 as a result of the budget crisis, access for low-income adults has been an even more serious challenge for the safety net. Even



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<sup>3</sup> The 27% figure is from the U.S. Centers for Disease Control and Prevention, *2006 Water Fluoridation Statistics*, retrieved on August 2, 2010, from <http://www.cdc.gov/fluoridation/statistics/2006stats.htm/>. The 58% figure is from an e-mail communication on August 3, 2010 from Rosanna Jackson, Chief of the Oral Health Unit of the California Department of Public Health.

for the middle class, care for caries, root canals, extractions and infections represent a frequent and significant burden of preventable suffering, lost productivity, and family expenditures. While the focus is usually on children, in reality poor dental health is also a particularly severe problem in pregnancy, and for the elderly. One third of poor elderly in the United States have no teeth remaining. Amongst middle aged adults, aged 45 - 64, nationally only 29 percent had a full set of permanent teeth (excluding third molars); this includes 19 percent of Hispanic adults and 11 percent of non-Hispanic black adults compared with nearly 35 percent of non-Hispanic white adults.<sup>4</sup>

Almost 25 percent of Sonoma County residents are under the age of 18.<sup>5</sup> In 2010, 13 percent of county families were living under the Federal poverty level. Over 40 percent of the County's school children are eligible for the free or reduced price meal program, with school districts in Santa Rosa, Petaluma, Sonoma, and Monte Rio having the greatest number of participants. According to a recent Community Health Needs Assessment, many of the County's poorest children live in a small number of low-income neighborhoods clustered along the Highway 101 corridor and in the Sonoma Valley, largely served by the Sonoma County Water Agency.

The Sonoma County Smile Survey of June 2009, an oral health assessment of a sample population of kindergarten and third-grade children, revealed that:

An epidemic of dental disease is compromising the health and quality of life of Sonoma County's children. Almost half of our kindergarteners and about 6 out of every 10 of our third graders have experienced tooth decay, and over 16 percent of them have *untreated* decay. Left untreated, tooth decay often has serious consequences, including needless pain and suffering, difficulty speaking and chewing and lost days in school.

Hundreds of Sonoma County kindergarteners and third graders in the study had serious problems from dental disease - abscesses, inflammation, and pain. All of these can lead to reduced school performance, lack of concentration, and absenteeism. Extrapolated to all school children in Sonoma County, thousands of school children are suffering from advanced dental disease. The problem is so severe that every day there are children in the County requiring treatment under general anesthesia, with its attendant risks, to manage dental disease.



<sup>4</sup> Dye BA, Li X, Thornton-Evans G. Oral health disparities as determined by selected Healthy People 2020 oral health objectives for the United States, 2009–2010. NCHS data brief, no 104. Hyattsville, MD: National Center for Health Statistics. 2012.

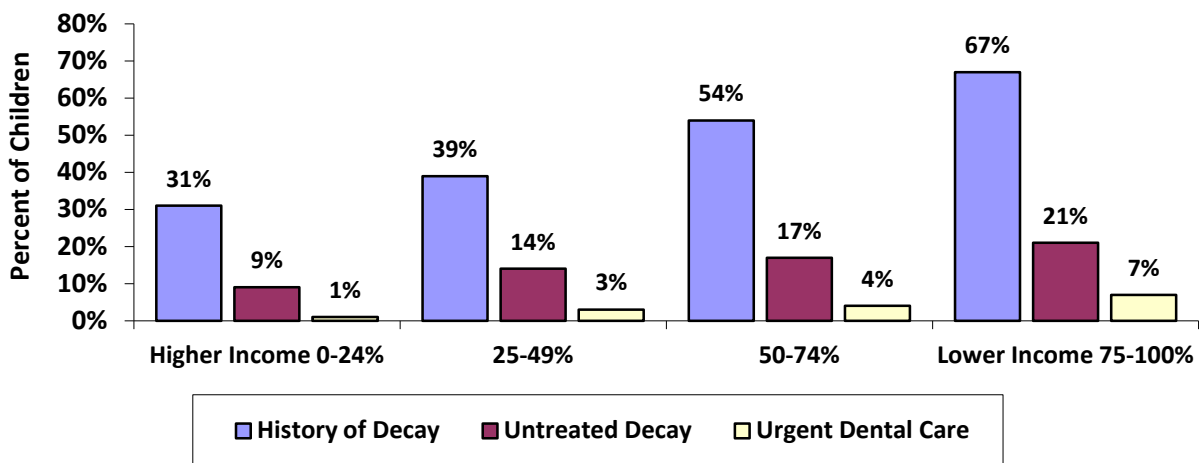
<sup>5</sup> *Community Health Needs Assessment, Sonoma County 2008–2011*. Retrieved on June 3, 2010, from <http://www.sonoma-county.org/health/ph/data/pdf/needsassessment2008.pdf/>

Fewer than one in five children in Sonoma County have received dental sealants, a well accepted clinical intervention to prevent tooth decay on molar teeth.

Poor children and children of color are much more likely to have tooth decay and suffer the consequences of untreated disease. While even one third of white or high income children exhibit decay, two thirds of Latino or low-income children have decay. One of every five Latino children, and one in ten white children, needed early or urgent dental treatment.

Both of these studies recommended community water fluoridation as a primary means of preventing tooth decay and improving oral health.

**Figure 1. Oral Health of Kindergarten and Third Grade Sonoma County Children by Percent**



**Table 1. Oral Health of Kindergarten & 3rd Grade Children By Race/Ethnicity (Source: Sonoma County Smiles Survey, 2009)**

Variable	Non Hispanic White % Children	Hispanic/Latino % Children
Number Screened	475	828
% With Decay	32	65
% with Untreated Decay	11	20
% Need Treatment (Early or Urgent)	11	19
% need Urgent Treatment	2	6
% 3 <sup>rd</sup> Graders with Sealant	16	17



There are five basic pillars on which to improve dental health. The first and most wide reaching is fluoridation. The second is provision of dental sealants in school aged children. The third is the use of varnishes in infancy and childhood. The fourth is expansion of access to dental care. The fifth is education on appropriate personal dental habits, including brushing and flossing and good dietary practices. The United States Task Force on Community Preventive Services considers the first two, water fluoridation and school based sealant programs, the most strongly evidence based and recommends implementation of both.

In their review of the evidence,<sup>6</sup> the Task Force found that:

- Tooth decay typically decreased by 30 percent to 50 percent after starting or continuing community water fluoridation.
- In examining the effectiveness of school-based or school-linked dental sealant programs, there was typically a 60 percent decrease in tooth decay on the chewing surfaces of posterior teeth after sealant application. School-based and linked programs in the United States generally target vulnerable populations less likely to receive private dental care such as children eligible for free and reduced lunch programs.

The County is working to address **all** five of these. We are working with the Oral Health Task Force, the Sonoma County oral Health Access Coalition (SCOHAC), Community Action Partnership and Santa Rosa Junior College to expand delivery of dental sealants to elementary school children and to strengthen community education. Sealants however only prevent caries in molar teeth. WIC programs are expanding the regular use of fluoride varnishes in low income infants and young children. We are working through the Oral Health Task Force and with the major provider systems in the County to expand access to dental care, although care for low income adults continues deficient. However fluoridation continues to be the strategy that can reach the largest number of residents of all walks of life, permanently and at low cost, and contribute to preventing suffering and reducing disparities. Implementation of the other practices does not replace the value of fluoridation.

### **Fluoridation Safety and Effectiveness**

While this report will not seek to review the scientific literature on the safety and efficacy of fluoridation in depth, a brief summary from the Centers for Disease Control and Prevention (CDC) is included below. Suffice it to say that both older and recent systematic reviews of the scientific literature, and new studies from around the world, continue to substantiate the important public

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<sup>6</sup> United States Task Force on Community Preventive Services. Promoting Oral Health: Interventions for Preventing Dental Caries, Oral and Pharyngeal Cancers, and Sports-Related Craniofacial Injuries. MMWR November 30, 2001/50 (RR21) pp 1-13.

health benefits of fluoridation. No health problems have been substantiated as being associated fluoride at the levels used in water fluoridation with the exception of dental fluorosis, usually a minor cosmetic change, also associated with water supplies naturally high in fluoride. Many of the studies cited by those opposed to water fluoridation in fact take out of context literature on recognized problems associated with very high levels of fluoride in drinking water, levels much higher than that used for water fluoridation. Fluoride, like Vitamin A or salt, is not good to lack completely, keeps you healthy in small amounts, and causes harm in excess. Many countries use either water fluoridation, or salt fluoridation (not employed in the United States). A recent proposal by the Department of Health and Human Services lowers the recommended fluoride level for water to the bottom of the currently recommended range (0.7 mg/L). It responds to increases in fluoride intake from other sources and should reduce the occurrence of fluorosis, which is generally mild.



***“Fluoride, like Vitamin A or salt, is not good to lack completely, keeps you healthy in small amounts, and causes harm in excess.”***

Reviews of scientific literature are an important resource to judge the safety of community water fluoridation. Scientific reviews are helpful because they:

- Consider evidence from published studies on a subject.
- Use carefully-designed methods to critically examine scientific evidence.
- Use national and international panels of experts in various health and scientific disciplines. This includes experts that may come from fields outside of oral health; such as, medicine, biophysics, chemistry, toxicological pathology, and epidemiology.
- Judge the quality of individual studies and summarize the strength of the entire body of evidence.

Scientific and public health organizations have conducted scientific reviews about fluoridation during the past two decades. These reviews provide compelling evidence that community water fluoridation is a safe and effective method for reducing tooth decay across all ages. While some developed countries have recently matched reductions in tooth decay of those in fluoridated countries, these are in general countries which created universal health and dental systems and have lesser income inequality than the United States. Sadly, income inequality is rising in the US and while access to health insurance is improving, dental coverage has deteriorated in California.

### *United States Public Health Service Review of Fluoride: Benefits and Risks, 1991*

This report provides a comprehensive review and evaluation of the public health benefits and risks of fluoride from drinking water and other sources.

### *Institute of Medicine Dietary Reference Guidelines, 1997*<sup>7</sup>

These guidelines describe the dietary reference intakes for specific nutrients known to be beneficial to health including fluoride.

### *National Academy of Sciences on Fluoride in Drinking Water*<sup>8</sup>

The National Academy of Sciences, and its National Research Council (NRC), has considered the health effects of fluoride in drinking water on several occasions, most recently 2006, when they evaluated the maximum allowable level in water. They recognized evidence of toxicity of fluoride naturally present in high concentrations in some settings and suggested that some effects may still be present at the current maximum level of 4 milligrams per liter (mg/L). That level however is more than 5 times the level currently recommended for water fluoridation of 0.7 mg/L.

### *Australian Government*<sup>9</sup>

Australia's National Health and Medical Research Council (NHMRC) conducted a systematic review published in 2007 that considered recent evidence relating to the efficacy and safety of fluoride interventions, with an emphasis on widespread public health initiatives. The report, *A Systematic Review of the Efficacy and Safety of Fluoridation*, primarily addressed the caries-reducing benefits and associated health risks of providing fluoride systemically. The council found that:

- Community water fluoridation is beneficial for reducing dental caries (tooth decay).
- Water fluoridation at optimal levels does not affect the risk of bone fractures.
- There is no clear association between water fluoridation and overall cancer incidence or mortality.

The reviewed studies do not suggest an increased risk of adverse health effects at optimal fluoridation levels.

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<sup>7</sup> Institute of Medicine. Dietary Reference Intakes for Calcium, Phosphorus, Magnesium, Vitamin D, and Fluoride. National Academy press, Washington, D.C., 1997.

<sup>8</sup> Board on Environmental Studies and Toxicology (BEST), National Research Council. Fluoride in Drinking Water: A Scientific Review of EPA's Standards. National Academy Press, Washington DC 2006

<sup>9</sup> National Health and Medical Research Council of Australia. A Systematic Review of the Efficacy and Safety. Canberra 2007

NHMRC is Australia's main agency for supporting health and medical research; developing health advice for the Australian community, health professionals, and governments; and providing advice on ethical behavior in health care and conduct for health and medical research.

### *University of York*

A systematic review of public water fluoridation was released in 2000 by the National Health Service (NHS) Centre for Reviews and Dissemination, University of York, United Kingdom.<sup>10</sup> This review looked at the evidence of positive and negative effects for community water fluoridation. They identified five objectives and evaluated the studies relating to each objective. Based on the best available research they found that:

- Community water fluoridation reduces tooth decay.
- Fluoridation is still effective even with the use of many other sources of fluoride.
- There is no clear association between fluoridation and bone fractures or cancer.
- There appears to be no difference between benefits from natural and artificial fluoridation.
- There is an association between the water fluoride concentration and the occurrence of dental fluorosis.
- No clear evidence of other potential negative health effects were found.

### *Cost Savings of Community Water Fluoridation*

In general studies continue to show that widespread community water fluoridation prevents cavities and saves money, both for families and the health care system.

### *An Economic Evaluation of Community Water Fluoridation*<sup>11</sup>

An analysis of the most current data available on the effectiveness and costs of water fluoridation. The study compares average per person cost of community water fluoridation with the cost of prevented disease. This study:

- Demonstrates that fluoridation not only is cost-effective, but also is cost saving, which is rare for public health interventions.
- Shows that the reduction in costs of fillings (dental restorations) greatly exceeds the cost of water fluoridation in communities of any size.
- Illustrates the annual per person water fluoridation costs for communities of various sizes.

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<sup>10</sup> NHS Centre for Reviews and Dissemination. Systematic review of the efficacy and safety of the fluoridation of drinking water. CRD Report 18. York: University of York. 2000

<sup>11</sup> Griffin SO, Jones K, Tomar SL. *J Public Health Dent* 2001;61(2):78–86

- Determines an average cost savings, which ranges from \$15.95 per person per year in a small community to \$18.62 per person per year in a larger community.

***Water Fluoridation and Costs of Medicaid Treatment for Dental Decay - Louisiana, 1995-1996.*<sup>12</sup>**

Findings suggest that Medicaid-eligible children in communities without community water fluoridation had an increased cost for dental treatment per child that was twice as high as those children living in fluoridated communities.

***Geographic variation in Medicaid claims for dental procedures in New York State: role of fluoridation under contemporary conditions*<sup>13</sup>**

This 2010 study found that, compared with the predominantly fluoridated counties, the mean number of restorative, endodontic, and extraction procedures per recipient was 33.4 percent higher in less fluoridated counties. The mean number of claims per child for caries-related services was inversely correlated with the extent of fluoridation in a county.

***Environmental Safety Concerns***

A recent review by Pollick<sup>14</sup> found that issues related to discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise have been found to be non-significant. Emissions of fluoride into the air are not released outside the well houses. Fluoride concentrations in rivers downstream of the discharges increase by less than 0.01 mg/L due to adding fluoride to the water supply system. In a literature review, Osterman found no instance of municipal water fluoridation causing recommended environmental concentrations to be exceeded. Nor does the concentration of fluoride in the treated water reach levels known to harm any plant or animal species.<sup>11, 12</sup>

While highly concentrated fluoride is corrosive, at the concentration found in potable water it is not, although pH may require adjustment. Concentrated fluoride does require that workers use appropriate occupational protection precautions.

Fluoride pollution, when it occurs, is unrelated to water fluoridation and comes from industries, particularly phosphate ore production and use as well as aluminum manufacture, mining, and coal burning.<sup>28, 47, 48</sup> Fluoride pollution is therefore recognized as an industrial hazard; however water fluoridation is not considered a potential source of fluoride pollution.<sup>46</sup>

<sup>12</sup> *MMWR*, September 3, 1999; 48(34):753–757.

<sup>13</sup> Kumar JV, Adekunle O, Melnik TA, *Public Health Rep.* 2010 Sep-Oct;125(5):647-54

<sup>14</sup> Pollick HF. Water Fluoridation and the Environment: Current Perspective in the United States. *Int J Occup Environ Health* 2004;10:343–350

Fluoridation is supported by the American Water Works Association, the World Health Organization (WHO), American Medical Association (AMA), Canadian Medical Association (CMA), Centers for Disease Control (CDC), American Dental Association (ADA), Canadian Dental Association (CDA) and many other professional organizations.

## **Fluoridation in California and Regional Approaches**

In 2006, with just 27 percent of the population receiving the benefits of community water fluoridation, California was ranked 48th in the nation *in the percent of the population receiving fluoridated water* by the Centers for Disease Control and Prevention (CDC).<sup>15</sup> Recent gains by proponents based primarily in southern California have resulted in a substantial increase in the number of Californians drinking fluoridated water, including the residents of the City of Los Angeles and the City of San Diego. Now, more than 58 percent of Californians drink optimally fluoridated community water.

This paper will (a) describe the water delivery system in southern Sonoma County that is served by the Water Agency and eight retailers, (b) provide a rough cost estimate to fluoridate the Sonoma County Water Agency system, and (c) highlight the barriers and challenges to fluoridation.

As a result of the Fluoridation Act of 1996, and subsequent grant funding from The California Endowment, a dramatic change occurred in the state relative to fluoridation. Extensive work has been done to educate communities on the health benefits of fluoridation. Legal and legislative efforts have underscored the intent of the Fluoridation Act to make fluoridation a matter of statewide concern. The Act was written to apply to retail delivery systems. However, engagement of major wholesale systems in the state has changed the current approach to fluoridation. The fluoridation of the Metropolitan Water District of Southern California (which is the largest urban wholesale water district in the state) and the fluoridation of the San Francisco PUC site at Sunol Valley (which serves the Peninsula) have resulted in cost efficiencies in engineering and in greater population numbers being served. Fluoridation provided by a wholesale Water Agency typically negates the need to install equipment at each turnout to the retail systems it supplies.

### ***A Regional Approach***

Given the success of fluoridation proponents in working with wholesale distributors, such as the Metropolitan Water Agency, recent planning for fluoridation has become more regional in nature, rather than more locally focused, as it used to be. From the perspective of both engineering and cost, logic favors an approach to fluoridation that begins with wholesale agencies. Most communities in California are served by a configuration of wholesale and retail water suppliers.

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<sup>15</sup>U.S. Centers for Disease Control and Prevention, *2006 Water Fluoridation Statistics*, retrieved on August 2, 2010, from <http://www.cdc.gov/fluoridation/statistics/2006stats.htm/>

Retail agencies served by a wholesale Water Agency need to be involved in the latter’s decision to fluoridate, because retail agencies will frequently supplement their water supply with groundwater or water from other sources to which fluoride has *not* been added. Therefore, in order to provide optimal level of fluoridation in the distribution system, some retail agencies may need to install fluoridation equipment at their sites. This may be the case with some retail customers of the Sonoma County Water Agency.

In Sonoma County there are approximately 139 local providers of water. Twenty of these have over 1000 service connections. Only two are over 10,000 connections.

**Table 2. Sonoma County Water Retailers with Over 1,000 Connections**

Water System Name	Service Connections	Population
City of Santa Rosa	54,603	157,985
City of Petaluma	19,125	55,900
City of Rohnert Park	9,095	42,650
Town of Windsor	9,052	26,955
Valley of the Moon Water District	6,854	23,858
City of Healdsburg	4,431	11,254
City of Sonoma	4,214	10,807
City of Cloverdale	3,114	8,200
City of Sebastopol	2,885	7,750
City of Cotati	2,575	7,532
Sweetwater Springs CWD – Guerneville	2,522	6,000
California-American Larkfield (PUC)	2,367	7,775
Sea Ranch Water Company (PUC)	1,838	1,299
Russian River County Water District	1,255	3,400
Sonoma State University	1,100	8,700
Sweetwater Springs CWC – Monte Rio	1,063	3,000
Bodega Bay Public Utility District	1,058	1,423

Source: CDPH Drinking Water Field Operations Branch

The **Sonoma County Water Agency** is the largest single source of water in the county. There are eight major retail systems that purchase water from the Water Agency and their representatives serve as an advisory committee to the Water Agency’s Board of Directors. These eight major customers provide treated water to the communities in southern Sonoma County and northern Marin County. The Water Agency also supplies supplemental water to the Marin Municipal Water District, which serves the communities in southern Marin County. Marin Municipal currently fluoridates its water supply.



Wholesale distributors are not impacted by the Fluoridation Act. Therefore, to gain widespread support for fluoridation, it is important for fluoridation proponents to work with the wholesale distributors' customers. Presenting wholesale fluoridation's economies of scale to decision-makers has been a key point in this often prolonged and sensitive process.

### **Legal and Legislative Support for Fluoridation**

The Fluoridation Act requires retail systems of 10,000 service connections or more to fluoridate their water supplies when funds are provided from an outside source. In Sonoma County, only Petaluma and Santa Rosa are over the 10,000 connection limit that would require them to fluoridate if funding is available. The Act applies to retail systems, but due to the configuration of wholesale and retail sources in metropolitan areas, the impact of the Act is often realized after the wholesale system in a region begins fluoridation. Frequently, the water supplied by wholesale systems is blended with supplemental sources by retail systems. Depending on the percentage of water supplied by the wholesale system considerable benefit for oral health can be obtained, however if wholesale water is mixed with significant amount of local water the level of fluoridation can be "suboptimal" for caries prevention. To adjust this, many retail systems install fluoridation equipment.

One challenge for many retail systems has been that while engineers may be able to design and build cost-efficient fluoridation systems for treatment plants and wells, they tend to resist construction at turnouts - that is, connections from a wholesale distributor. This is because these connections, having often been created decades ago, now lie in areas that are hard to access, which makes the costs prohibitive. Furthermore, obtaining the necessary land and permits can be costly and time-consuming.

In 2004, the Fluoridation Act was amended by SB 96 (Alpert/San Diego) which was designed to clarify funding provisions and address issues for retailers receiving water from multiple sources. In addition, SB 96 added language declaring that the Fluoridation Act preempts local regulations, ordinances, and initiatives that prohibit or restrict fluoridation of drinking water by public water systems subject to the Act.

California courts have upheld the Fluoridation Act declaring that it preempts local efforts to prohibit fluoridation of water systems subject to its requirements.<sup>16</sup> Courts have also rejected private citizen challenges to fluoridation claiming the addition of fluoride violated their constitutional rights. In rejecting such claims, the court stated there is no fundamental constitutional right to fluoride-free

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<sup>16</sup> *City of Watsonville v. California State Department of Health Services*, 133 Cal. App. 4th 875 (2005), review denied.



water and that fluoridation is a reasonable and proper exercise of the police power in the interest of public health.<sup>17</sup>

Due to the application of these legislative and legal efforts, communities in California continue to fluoridate their water supplies. Most notable is the change in the largest city in the nation that lacked fluoridated water - San Diego - which began providing optimal fluoridation to residents in 2011. The Board of Supervisors of Santa Clara County approved a measure to move forward on fluoridation in December 2012.

### **Funding for Capital Costs and Coalition Support**

Capital funding for fluoridation in other parts of the state has been provided by The California Endowment and the county - level First 5 Commissions of San Diego, Sacramento, and Los Angeles. Early in the statewide fluoridation effort (1990s), support for community activity was provided by The California Wellness Foundation. The PEW Charitable Trusts currently has an oral health initiative, of which fluoridation is a part, but does not fund large capital projects. The Health Trust is supporting Santa Clara County's efforts. Local foundations have provided small grants for community education and coalition activity. Community leaders have engaged federal and state legislative representatives to seek appropriations for capital funding. In general efforts have used approaches that seek to minimize any potential impact on ratepayers.

### **Description of Water Systems and Capital Estimates**

Obtaining clear cost estimates for fluoridation is an essential component of the planning required for policy development. The following sections provide an overview of (a) the water production facilities of the Water Agency and the Water Retailers, and (b) the communities they serve. The sections also provide (a) rough conceptual estimates by CDAF for installing fluoridation facilities, and (b) rough estimated operating costs for the first year. Table 1 provides estimated capital and operating costs for centralized fluoridation of the Water Agency. Table 2 illustrates the higher estimated costs of fluoridating SCWA water at all of the turnouts. Table 3 provides additional information on the percent of water supplied locally, supplementary local sources, and natural fluoride levels.

#### ***The Sonoma County Water Agency***

The Water Agency operates a wholesale water supply and transmission system that operates under a Board of Directors, which is composed of the Sonoma County Board of Supervisors. The Water Agency provides potable water for roughly 600,000 people in Sonoma and Marin counties.

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<sup>17</sup> *Cosbon, et al. v. City of Escondido, et al.*, 132 Cal. App. 4th 687 (2005), review denied.

According to 2011 data, the average fluoride concentration in the Sonoma County Water Agency's two collectors is 0.13 mg/L, well below the level recommended.

### ***The Water Advisory Committee (WAC)***

The WAC, which meets quarterly, represents the major municipal systems and water districts that receive water from the Water Agency. The members of the WAC are also called the Water Agency's Prime Water Retailers (or Water Retailers). The WAC is composed of eight elected officials from the districts and communities served by the Water Agency. Each member is appointed by his or her council or board. The purpose of the WAC is to advise the Water Agency's Board of Directors on policy and fiscal matters affecting the Water Retailers. An affirmative ballot requires a minimum of five votes and 50 percent of the weighted vote (which is based on usage).

The member agencies of the WAC include:

- City of Cotati
- North Marin Water District
- City of Petaluma
- City of Rohnert Park
- City of Santa Rosa
- City of Sonoma
- Valley of the Moon Water District
- Town of Windsor

The liaison from the Water Agency Board of Directors to the WAC is Supervisor Efren Carrillo.

The Technical Advisory Committee (TAC), which meets monthly, is a second tier of the WAC that advises on decisions regarding water supply issues in the Water Agency's service area.

### ***Water Agency Customers***

In addition to the eight Water Retailers, the Water Agency serves approximately fifty other customers. However, the discussion surrounding capital and operating costs in this report will essentially be limited to the 8 Water Retailers. The Water Agency also sells water to Marin Municipal Water District and to California American Water, Larkfield District, and supplies Forestville but they are not part of the WAC.

### ***Water Agency Production Facilities***

The Water Agency's water originates from six Collector Wells (or caissons), seven production wells along the Russian River, and three wells in the Santa Rosa plain.

**Collector Wells.** Six collector wells extract water from the aquifer beneath the streambed adjacent to the Russian River, near Wohler and near Mirabel. Chlorine is added to water pumped from the collector wells at two active chlorination facilities to provide a residual amount of disinfection. Additionally, the pH of the water is adjusted for corrosion control purposes.

**Russian River Well Field.** Seven vertical wells at the Mirabel Road site, collectively called the Russian River Well Field, draw water from the aquifer adjacent to the Russian River. Chlorine is added to the supply and the pH of the water is adjusted for corrosion control purposes.

**Santa Rosa Plain Wells.** Three vertical groundwater supply wells are located along the Russian River Cotati Intertie pipeline in the Santa Rosa Plain: the Occidental Road Well, the Sebastopol Road Well, and the Todd Road Well. Chlorine is added to the supply.

### *Proposed Fluoridation Sites and Capital Estimates*

Rough planning-level cost estimates have been prepared for construction costs, capital costs, and first-year operation and maintenance (O&M) costs for the Water Agency water supply system.<sup>18</sup>

Several of the local water systems of retailers use groundwater, primarily or exclusively, for meeting peak demands or emergencies. Many of their wells are of small capacity and on constrained well sites. The per-gallon cost of providing fluoridation at each well would be so high that it would be prudent to investigate alternatives, such as using controlled source water blending, combining sources for treatment, or designating some wells as standby sources. Given these factors, a study of which wells need to be addressed and of alternative approaches to fluoridating seems particularly appropriate for the cities of Petaluma and Rohnert Park, the Valley of the Moon Water District, and perhaps others.

The Sonoma County Water Agency supplied approximately 84 percent of the water provided to customers by its retailers (excluding Windsor) in Sonoma County between in 2007-2011, (87% in 2007, 86% in 2008, 80% in 2009, 82% in 2010 and 84% in 2011). Therefore almost two thirds of the population of the county would receive near optimally fluoridated water through fluoridation of the SCWA. In Windsor the agency provides only approximately 12 percent of the water (with SCWA serving primarily a non-residential area) and the percentage in Marin County is lower, however Marin Municipal Water district already fluoridates. Fluoridation at these levels (with the exception of Windsor) would provide substantial health benefits, and local fluoridation of supplementary sources,

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<sup>18</sup> A questionnaire was distributed to the Prime retailers and the California American Water Company to obtain site-specific information about the supplemental sources. Nearly all the systems responded. When a response was not obtained, information was obtained from the system's website.

as appropriate, could proceed gradually over a period of years to achieve optimal fluoridation where local sources are significant suppliers.

Water Agency engineers anticipate five source points for installing new fluoridation equipment. The rough estimated costs for fluoridation facilities at the source points, and the first year estimated annual costs for operating and maintaining the system, are presented in Table 1 below. The next step to obtain more refined estimates of cost would be to carry out a preliminary engineering design plan after an on-site assessment.

**Table 3: Estimate of Costs for an Optimally Cost-Effective First Step: Fluoridation at Water Agency Sites (Source: California Dental Foundation 2012)**

Site	Cost
Wohler Collector	\$2,700,000
Mirabel Collector	\$2,700,000
Occidental Well	\$390,000
Sebastopol Well	\$390,000
Todd Well	\$390,000
Total Expected Capital Costs	\$6,570,000
Contingencies, 30%	\$1,971,000
<b>Total Planning-Level Capital Cost</b>	<b>\$8,541,000</b>
<b>Total First Year O&amp;M Cost</b>	<b>\$973,000</b>
<b>Capital Cost per Sonoma County Connection served</b>	<b>\$67</b>

The efficiency of approaching the Water Agency to assist the retail agencies in reaching a uniform level of fluoride in their systems is clear. If all eight customers sought to fluoridate at the turnouts, the capital costs could be as high as \$22 million (Table 4). The regional approach to fluoridation negates the need to advocate for a costly and complex system of fluoridation at individual turnouts.

### *Distribution*

The Water Agency distribution system consists of about 156 active turnouts, of which 74 serve the Water Retailers. If the Water Agency did not fluoridate, each turnout would require installation of equipment similar to that used at a well site, with an average capital cost of \$300,000 per turnout. Table 4 provides an overview of the Water Retailers, the number of active turnouts, and the estimated cost to fluoridate at the turnouts, and indicates whether the Water Retailers are subject to the Fluoridation Act, once funds are provided.

**Table 4: Higher Cost Approach: Fluoridation of SCWA Water at Each Turnout\***

<b>Retail System</b>	<b>Active Turnouts</b>	<b>Approximate Number of Service Connections</b>	<b>Estimated Average Capital Cost to Fluoridate Turnouts</b>	<b>Subject to Fluoridation Act</b>
Cotati	2	2,500	\$600,000	No
N. Marin W.D.	2	20,575	\$600,000	Yes
Petaluma	7	19,300	\$2,100,000	Yes
Rohnert Park	11	8,900	\$3,300,000	No
Santa Rosa	40	57,000	\$12,000,000	Yes
Sonoma	1	3,381	\$300,000	No
Valley of the Moon W.D.	10	6,800	\$3,000,000	No
Windsor	1	9,200	\$300,000	No
<b>Total</b>	<b>74</b>	<b>127,656</b>	<b>\$22,200,000</b>	
<b>Capital Cost per Sonoma County Connection Served</b>			<b>\$173.90</b>	

\*The Estimated Average Capital Cost to Fluoridate at the Turnouts is calculated by multiplying the average cost per turnout (\$300,000) by the number of turnouts. Source: California Dental Foundation 2012.

*Supplemental Sources for the Water Retailers*

All of the Water Retailers supplement the water purchased from the Water Agency with local supplies, mostly from groundwater wells. Typically, water sources contain some level of fluoride. The optimal level of fluoride for caries prevention benefit, while minimizing dental fluorosis, is 0.7 mg/L, as recommended by the Department of Health and Human Services.<sup>19</sup> The HHS proposed recommended optimal level of 0.7 mg/L is set to promote public health benefits of fluoride for preventing tooth decay while minimizing the chance for dental fluorosis. The EPA's enforceable maximum standard for the highest level of fluoride that is allowed in public water supplies is 4.0 mg/, and is set to protect against risks from exposure to too much fluoride. Table 3 below illustrates the primary communities served by the retail system, the average percent of water from the SCWA 2007-2011, the number and nature of supplemental sources of water, the current average fluoride levels in the supplemental sources. Additionally Forestville is fully supplied by SCWA water. It is evident that the percent of water supplied locally varies widely, and that the cost of fluoridation per connection served by the retailer could vary enormously between retailers, if a strategy of fluoridating all sources were used rather than starting with the wholesaler. This strongly suggests that, after fluoridation of the wholesale supplier, a careful mapping and analysis of local sources,

<sup>19</sup> This agrees with the current CDC recommendation regarding optimal fluoride levels. <http://www.hhs.gov/news/press/2011pres/01/20110107a.html>, retrieved on November 22, 2011

their volume and distribution, and of alternative approaches, would be a critical next step to assess which sources it would be sensible to fluoridate in addition to the wholesaler and with what priority for an optimally cost effective approach. These preliminary analyses suggest that after SCWA, fluoridation of Windsor and of selected wells from Rohnert Park and from Valley of the Moon Water District might serve the largest number of residents with a lesser percentage from of water from SCWA. However even Rohnert Park, Valley of the Moon and Cotati, with the lowest percentage of SCWA water after Windsor, would benefit substantially from SCWA fluoridation.

**Table 5: Characteristics of supplemental SCWA local water retailer systems**

Contractor	Major Communities Served	Average% of Water from local sources 2007-2011*	Approx. Number of Service Connections	Active Local Sources	Current Fluoride Level (mg/L)
Cotati	Cotati	31.4	2,500	3 wells	0.26
North Marin W.D.	Novato	23.4	20,575	1 Treatment plant	0.10
Petaluma	Petaluma	8.1	19,300	8 wells	0.18
Rohnert Park	Rohnert Park	26.44	8,900	30 wells	0.05
Santa Rosa	Santa Rosa	5.3	57,000	2 wells	0.21
Sonoma	Sonoma	4.34	3,381	5 wells	0.38
Valley of the Moon W.D.	Sonoma (part); Glen Ellen; Agua Caliente; Fetters Hot Springs, Boyes Hot Springs; El Verano	16.2	6,800	6 wells	0.1
Windsor	Windsor	88**	9,200	5 wells	not available

\* Source: CDAF 2012

\*\* T. Schram SCWA

### *Description of Estimates*

Obtaining a final estimate for capital and operating costs is often a process of negotiation between the funding agency and the water system. The amended Fluoridation Act allows for a state-appointed engineer to intervene in the process of developing a reliable estimate for a retail system. In theory, this provision should help to contain capital costs. However, it is important to remember that the state does not intervene in the determination of the design for fluoridation installation. Therefore, every local water system can design and build to its unique standards.

**Cotati:** Cotati is the smallest incorporated community in Sonoma County, with a population of approximately 7,100 residents. The percent of water received from SCWA between 2007 and 2011 was 69 percent. The city has two turnouts from the Water Agency and three wells that are chlorinated individually.

The City Council has five members, who are elected at large and select the Mayor from among themselves.

**North Marin Water District:** This district has two systems, one that serves Novato and the other that serves the Point Reyes area in West Marin. For this report, we are interested in the system that purchases water from the Water Agency and serves the City of Novato's approximately 53,000 residents. This system is supplemented by the surface water treatment plant at Stafford Lake.

The North Marin Water District receives approximately 80 percent of its water from its two turnouts from the Water Agency Aqueduct (77% between 2007 and 2011). The Stafford Water Treatment Plant is owned by the North Marin Water District and supplies approximately 20 percent of Novato's water. The plant is typically operated in the spring through early fall to supplement the supply from the Water Agency. Because it provides surface water, full treatment of the supply is required.

The North Marin Water District is governed by a five-member elected Board of Directors.

**Petaluma:** 92 percent of the water (2007-2011) supplied to the approximately 60,000 residents of Petaluma came from the city's seven active turnout connections from the Water Agency. The city supplements that supply with eight local groundwater sources. The Petaluma City Council governs the city's municipal water supply. The Council consists of six members and the Mayor, who is elected at large.

**Rohnert Park:** Rohnert Park provides treated water to its approximately 43,000 residents primarily from 11 turnouts from the Water Agency (providing 74 percent of the water supply 2007-2011.). The water supply is supplemented with water from a series of 30 groundwater wells located throughout the city. The water distributed from city wells is treated with chlorine.

The high number of wells in Rohnert Park and the attendant cost to fluoridate at each well site requires consideration of an alternative approach to achieve optimal fluoridation over time. Some alternatives mentioned previously include: using controlled source blending, combining sources for treatment, or designating some wells as standby sources.

The five-member City Council governs the city's municipal water supply.

**Santa Rosa:** The City of Santa Rosa is the Water Agency's largest retail customer. Most of the water supplied to the approximately 150,000 residents is received from the Water Agency through 40 active turnout connections (95% 2007-2011) Fluoridation of the SCWA would result in very close to optimal fluoridation of Santa Rosa's water benefitting over one third of County residents, including many low income residents. A small portion of the city's water supply is produced by groundwater wells.



The Santa Rosa City Council, which has seven members elected at large, one of whom is selected as Mayor, governs the retail water system.

**Sonoma:** The City of Sonoma water system serves a population of approximately 9,000 residents. The city receives treated water from the Water Agency from one turnout, representing 96 percent of its water in 2007-2011. In addition, it has five active groundwater wells.

The City Council has five members elected at large, who select the Mayor from among themselves and oversee all municipal operations.

**Valley of the Moon Water District:** The service area of this district encompasses a population of approximately 23,000 residents in Glen Ellen and the Sonoma Valley. It receives treated water from the Water Agency from 10 turnouts, which provide 84 percent of its water 2007-2011, and supplements that supply with six groundwater wells and one leased well.

A five-member board of directors governs the district, with each director elected at large for a four-year term.

**Windsor:** The Town of Windsor's approximately 26,000 residents are served by Water Agency water and supplemental wells. Windsor has one direct connection from the Water Agency, Five large wells located adjacent to the Russian River, and three emergency wells. The supply is predominantly from local wells.

The Windsor Town Council consists of five elected Council members, one of whom is chosen by the Council to serve as Mayor. The Town Council also serves as the Board of Directors for the Windsor Water District.

**Other Customers of the Water Agency:** Included in the customers of the Water Agency are additional permitted retail water systems, agricultural users, and institutional users.

**Additional Retail Systems:** California American Water Company (Cal American) serves the unincorporated area of Larkfield-Wikiup and the township of Fulton with 2,400 service connections. Cal American purchases Water Agency water through one turnout. In order to supply optimally fluoridated water to their customers, Cal American would have to fluoridate at their treatment plant where the water from the wells is blended.<sup>20</sup>

Kenwood Village Water Company is an example of a smaller retail customer of the Water Agency that may have considerations similar to those of the Water Retailers. As mentioned previously, the

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<sup>20</sup> The capital and O&M estimate for Cal American can be found in Appendix A, page 37.



Water Agency supplies supplemental water to the Marin Municipal Water District which currently fluoridates its water supply.

**Agricultural Users:** Many of the Water Agency’s 60 customers use “surplus agricultural water.” It would be helpful to discover to what extent groundwater sources are used by the growers in addition to water purchased from the Water Agency, since growers may have a concern for the potential of increased costs for water used in irrigation and in processing their products.

**Institutional Users:** The Sonoma Developmental Center is an example of an institutional customer of the Water Agency.

### **Community/System Impact**

If the Water Agency were to fluoridate its water supply, the communities served by the Water Agency’s retail customers would be impacted in the following manner. The largest city in the Water Agency’s service area, Santa Rosa, as well as the City of Sonoma, would derive the greatest benefit and would receive almost optimally fluoridated water. Santa Rosa has 40 turnouts, the greatest number of turnouts from the Water Agency, with relatively few wells. The costs to fluoridate through the Water Agency would be significantly lower than if Santa Rosa were to fluoridate at its turnouts. Similarly, Petaluma would also have well over 90 percent of their supply well fluoridated. These three areas represent 62 percent of the connections amongst these Water Agency retailers (Figure 1).

Rohnert Park, Cotati, and Valley of the Moon would still derive significant clinical benefit from substantial but partial fluoridation as they would have a third, a quarter, and a sixth of their supply respectively unfluoridated with fluoridation of SCWA alone. Windsor’s water would receive little fluoride. The number of wells and costs involved will represent a greater challenge. These Water Retailers could have a relatively greater number of supplemental sources and higher costs to bring their systems up to optimal, however the real cost of *an ideal* fluoridation strategy for each city requires further study and analysis well by well to identify appropriate priorities and technology.

### ***Communities Not Served by the SCWA***

Of the County’s incorporated areas, only the Cities of Cloverdale, Sebastopol and Healdsburg are not served by SCWA, and Healdsburg has been fluoridating its water since 1952. A significant part of the county’s population resides in unincorporated areas not served by the SCWA, served either by individual wells or small water companies. Further assessment of the feasibility and cost of fluoridation of water supplies for these additional locations is warranted, as is the case for Windsor. None are covered by the 1996 law fluoridation requirement.

## **Potential Support to Fluoridation in Sonoma County**

In general fluoridation receives broad support from the medical, dental, and public health communities, and others familiar with the burden of dental disease. Most people in the United States and many other countries reside in communities that support and maintain fluoridation as a public health service. Locally, for example, the Sonoma County Oral Health Task Force, representing many leading health organizations; the County Maternal and Child Health Advisory Committee, also representing a large number of local community organizations; the Sonoma County Medical Association; St. Joseph's Health; Sutter Health; Santa Rosa Community Health Centers; and other health providers have expressed support.

## **Potential Concerns to Fluoridation in Sonoma County**

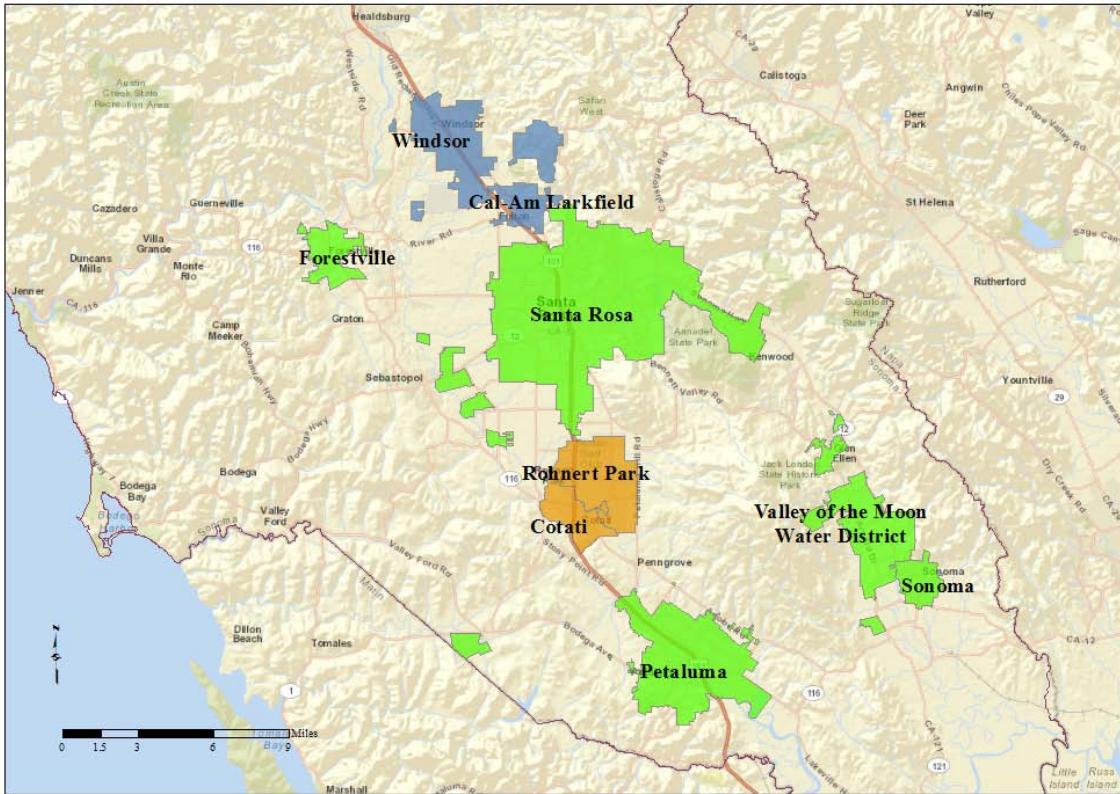
Possible concerns about fluoridation in Sonoma County may arise from three primary sources: agricultural, environmental, and water interests.

Agricultural interests served by the Water Agency may have concerns about how fluoridated water will impact the safety or taste of their products and the sales of those products. Although it has been demonstrated that fluoridated water does not affect the safety or taste of agricultural products, it is important to address the potential concerns of growers. Healdsburg has long maintained its successful agricultural endeavors with fluoridated water in place.

Environmental concerns about fluoride are generally expressed through various local community grassroots environmental organizations. It is important to engage these organizations to understand their concerns and attempt to educate the community on the scientific basis of fluoridation. No significant negative environmental impact of water fluoridation has been established. Concerns may be framed as protecting freedom of choice, while fluoridation advocates argue that the public water supply is designed to protect public health and it is more important to protect people's health than to protect some people's concern for their freedom to use unfluoridated water.

There are several organizations in Sonoma County that are involved with water-related issues, such as distribution, conservation, and pollution. Local water retailers and political leaders express concern about how the cost of fluoridation will be addressed and what impact it will have on their ratepayers. Several individuals have expressed concerns over fluoridation efforts in the county, and further input from this sector is expected. The Department of Health Services has held a number of meetings to receive input from all sides of the debate and will continue to do so. It will be important to hear the opinions of all, to broadly engage and educate members of the community and to seek to address any concerns raised. Fluoridation has, unfortunately, not been the object of consensus in many communities, and the creation of public policy has generally required weighing the public benefit for many in relation to the concerns of some residents.

**Figure 2. Approximate Percentage of Local Water in Communities served by the Water Agency that would be fluoridated with Initial Fluoridation of the Sonoma County Water Agency alone.**



Retailer	Average % of Water from Sonoma County Water Agency 2007-2011	Approx. # of Service Connections	Active Local Sources	Current Fluoride Level (mg/L)
Forestville	100%	909	0	-
Sonoma	96%	3,381	5 wells	0.38
Santa Rosa	95%	57,000	2 wells	0.21
Petaluma	92%	19,300	8 wells	0.18
Valley of the Moon W.D. <sup>1</sup>	84%	6,800	6 wells	0.1
<b>Subtotal Approximate Number of Service Connections</b>		87,390		
Rohnert Park	74%	8,900	30 wells	0.05
Cotati	69%	2,500	3 wells	0.26
<b>Subtotal Approximate Number of Service Connections</b>		31,975		
Cal-Am Larkfield	30%	2,367	5 wells	-
Windsor	12%	9,200	5 wells	-
<b>Subtotal Approximate Number of Service Connections</b>		11,567		
<sup>1</sup> Serving Glen Ellen; Agua Caliente; Fetters Hot Springs; El Verano; and part of Sonoma.				
Map Legend: Average % of Water from Sonoma County Water Agency				
	80-100%		60-80%	
				< 60%

## Financial Challenges in Supplementary Systems

The information above supports fluoridation of the wholesale system as the most economical initial approach to fluoridation in the Water Agency's service area, which will bring the overall water supply for most of the SCWA customers close to optimal fluoridation. However, there are potential financial challenges to the retail systems. The ideal goal in fluoridation is to provide optimally fluoridated water to all customers of a water system. However the cost and benefits of pursuing perfect fluoridation vary from retail system to retail system and well to well and should be carefully analyzed to design the optimal strategy for rolling out ideal fluoridation over time. Nevertheless, **the perfect should not be the enemy of the good.** The systems or communities with the greatest number of supplemental sources are Rohnert Park (30 wells), Petaluma (8 wells), Windsor (6 wells), and Valley of the Moon (6 wells). These sources should be analyzed with care to balance fiscal implications, timing and the optimization of health.<sup>21</sup> However the existence of significant but less than perfect fluoridation during a transition period of years in some communities, will provide a significant degree of dental protection, far greater than that currently available to residents, and will not cause harm.

## Ongoing Costs

In many communities in California, fluoridation capital costs were awarded to systems with the anticipation that they would incorporate the ongoing costs for fluoridation into their annual budgets. Although ongoing costs are a relatively small percentage of a system's annual budget, consumers or a system itself could raise concerns about potential rate increases. In fact, when the Water Agency previously raised rates to its customers 6.9 percent in April 2010,<sup>22</sup> several retail systems passed all or some of those costs on to their customers.<sup>23</sup> The range of increases was from approximately \$1.00 per month to \$4.00 per month.<sup>24</sup> Nationally, the average cost of fluoridation is approximately \$1.25 per household per year, or fifty cents per person.<sup>25</sup> According to city officials, in Healdsburg, which has a small population, the cost of operating the system is roughly \$3.20 (\$37,100/11,725 residents) per resident per year. Larger systems tend to have lower costs per gallon or per capita. This cost

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<sup>21</sup> Petaluma and Rohnert Park face fiscal challenges. See respectively City of Petaluma, California, Fiscal Year 2010 Budget (<http://cityofpetaluma.net/finance/pdf/2010budget/BudgetSections/message-from-CM.pdf>), and *Sonoma Press Democrat*, August 24, 2010.

<sup>22</sup> Sonoma County Water Agency, *Water Rates: 2010–2011 Water Transmission Budget Approved*. Retrieved on August 21, 2010, from <http://www.scwa.ca.gov/water-rates>

<sup>23</sup> As of July 1, 2010, Santa Rosa water ratepayers saw a 2.8% increase in the usage component of their water charges. City of Santa Rosa, California, *Water and Sewer Rate Information*, retrieved on August 24, 2010, from <http://ci.santa-rosa.ca.us/departments/utilities/aboutus/Pages/ProposedWaterandSewerRateInformation.aspx/>

<sup>24</sup> The Board of Directors of the North Marin Water District unanimously adopted a 9% increase in residential water rates, effective on July 1, 2010. See the *Marin Independent Journal*, May 27, 2010.

<sup>25</sup> American Dental Association, *Fluoridation Facts* (Chicago: Author, 2005). According to the U.S. Census Bureau, there are, on average, 2.59 people per household. U.S. Census Bureau, *State & County QuickFacts*, retrieved on August 20, 2010, from <http://quickfacts.census.gov/qfd/states/00000.html>

would need to be considered for the ongoing sustainability of the effort. It is important to remember that, when compared with the restorative costs of dental disease in a community, fluoridation is one of the most cost-effective public health measures available. The CDC estimates that for every dollar spent on community water fluoridation, \$38 are saved in dental restorative care.<sup>26</sup>

**“The CDC estimates that for every dollar spent on community water fluoridation, \$38 are saved in dental restorative care.”<sup>27</sup>**

### Next Steps

The next key step in this process would be to go beyond CDAF’s rough estimates and verify what the actual cost of fluoridation of the Sonoma County Water Agency will be. To do so will require the execution of a preliminary engineering design plan. Only with such a plan, which can provide a cost estimate on the order of plus or minus 15-20 percent, will it be practical to assess the financial requirements for fluoridation and develop a financing plan. We also recommend the creation of a Fluoridation Advisory Committee to advise the Department of Health Services in this process. The Department, in coordination with the Water Agency, will continue to work with local water retailers to understand their needs and concerns in relation to this issue.

The County’s other work to improve the dental health of the community should continue irrespective of decisions in relation to fluoridation, as these approaches are complementary and synergistic.

**We recommend as the next steps in this process that the Board of Supervisors resolve to:**

Continue various activities relating to promoting and advancing oral health in Sonoma County including:

- 1) Contracting with Community Action Partnership to lead community-based oral health activities; and
- 2) Contracting with The Lew Edwards Group to develop a public education campaign related to oral health efforts.

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<sup>26</sup> U.S. Centers for Disease Control and Prevention, *Community Water Fluoridation*, retrieved on August 25, 2010, from [http://www.cdc.gov/fluoridation/fact\\_sheets/cost.htm/](http://www.cdc.gov/fluoridation/fact_sheets/cost.htm/)

<sup>27</sup> U.S. Centers for Disease Control and Prevention, *Community Water Fluoridation*, retrieved on August 25, 2010, from [http://www.cdc.gov/fluoridation/fact\\_sheets/cost.htm/](http://www.cdc.gov/fluoridation/fact_sheets/cost.htm/)

Continue efforts to analyze the potential of fluoridation in Sonoma County including:

- 1) Convening an advisory committee to provide guidance on the fluoridation planning and implementation process;
- 2) Contracting with California State University, Sacramento to facilitate the advisory committee and discussions with community stakeholders and water retailers; and
- 3) Contracting with MWH Americas, Inc. to develop a Preliminary Engineering Design Report for fluoridation of Sonoma County Water Agency's drinking water supply with Sonoma County Water Agency staff providing technical assistance and oversight of the agreement.

By March 2014 staff will return to the Board with a detailed design and implementation plan for fluoridation of Sonoma County Water Agency's drinking water supply. This plan will include more accurate cost estimation and proposed financing details and will be developed in partnership with the Water Agency, community stakeholders, and city representatives.



**Appendix A**  
**Fluoridation Cost Estimates**  
**Consideration of Fluoridation of Public Water Supplies**  
**in the Sonoma County Water Agency Service Area**

Method

Planning level cost estimates were prepared for construction costs, capital costs and first year operation and maintenance costs for the Sonoma County Water Agency (Water Agency) water supply system.

Sonoma County Water Agency Estimate

The CDAF consultant met with Water Agency interim General Manager Grant Davis to provide an overview of the assessment process and gain preliminary information about the Water Agency system. A subsequent meeting was held with Pamela Jeanne, Deputy Chief Engineer - Operations, the CDAF consultant and the CDAF consulting engineer to discuss the project. An estimate prepared by Water Agency staff in November 2008 for capital and operating costs was provided to the CDAF consultants. That estimate was reviewed and revised to be consistent with the assumptions used in this study (See Appendix B, Basis of Cost Estimates).

## Appendix B Basis of Cost Estimates

### Cost Estimates

A large majority of the total public water supply in the Sonoma County Water Agency (Water Agency) service area is provided by the Water Agency through its Russian River water supply facilities, its three off-river wells, and its aqueduct system. If the Water Agency were to fluoridate its entire supply to the optimum fluoride concentration of near 0.7 mg/L (0.7 parts per million) of fluoride ion, then the average fluoride concentration delivered by each retailing water utility within the Water Agency would vary. California water supply regulations require that, with some exceptions, each fluoridated public water supply maintain near-optimum fluoride concentration. However the state understands that fluoridation and extension to local sources can take time and that suboptimal fluoridation has immediate health benefits. It is open to receiving proposals for initial fluoridation of wholesale systems.

Planning-level cost estimates have been prepared for construction costs, capital costs, and first year operation and maintenance (O&M) costs for the Water Agency supply system.

### Basis of Cost Estimates

**Price Level.** These cost estimates are based on review and tabulation of costs for similar projects in Northern California. In the case of the Water Agency facilities a staff cost estimate developed in 2008 was the starting point for this study. Construction of facilities included in this project is assumed to commence in 2012, and initial operation in 2013.

Construction prices change (generally increase) with time. For purposes of adjusting costs for price escalation, the published Engineering News-Record 20-cities Construction Cost Index (ENR-CCI) is used. In August 2010 the index was 8840. Cost estimates herein are based on an ENR-CCI of 9300. First-year O&M costs are for calendar year 2013.

**Estimating Accuracy.** These planning-level cost estimates are not precise. Allowances believed to be adequate are included for every cost element of a utility capital improvement project. The total costs presented should be within plus or minus 30 percent of actual program costs.

**Fluoridation Chemical and Price.** The design of each fluoridation project should include a site-specific evaluation of alternative fluoride chemicals and feeding systems. The choice of chemical can vary with the size of project, available chemical supply (reliability and price), and the experience and preferences of the utility personnel.

This concept-level plan assumes the use of liquid fluorosilicic acid (FSA). FSA is by far the most commonly used fluoride chemical in the U.S. and is usually of lowest cost. FSA as purchased is a concentrated acid, and all appropriate care must be taken in design and operation of systems using any fluoride chemical - especially FSA.



In recent years, FSA supplies have had some unsettling changes in reliability and price. The FSA supply situation is now believed (by EPA, AWWA, and other experts) to be largely stabilized. It is assumed that FSA will be delivered by a vendor to each fluoridation facility in the form of a 23 percent solution of FSA. In most cases, on-site storage of 35 day's supply is included. The delivered unit price is assumed to vary from \$3.50 to \$4.20 per pound of fluoride ion, for largest to smallest facilities covered by this study.

In the design phase each water source should be assessed for the need for caustic or other stabilizing chemicals to be fed along with the fluoride chemical. The costs of such possible additional treatments are not included herein. Coordination of fluoridation and other water treatment processes should, of course, also be investigated during design.

**Site-Specific Information.** Some basic technical information about each water supply source was requested from each of the water suppliers listed above. The purpose of this information was to tailor each cost estimate, albeit roughly, to the site-specific circumstances of each source. Most of the cost estimates herein are based on such site-specific information.

Cases where no (or incomplete) information was provided are noted. Best available data were obtained from on-line sources including water master plans, Water Agency annual reports, capital improvement plans, annual water quality reports, etc. It should be noted that estimates provided do not include right-of-way costs which are site specific.

**Construction Cost.** Each construction cost estimate represents expected construction bid prices in mid-2012 for construction, complete, of all fluoridation facilities required by a utility under one, or a few, contracts awarded to experienced general contractors.

Construction cost estimates are based on data from similar projects adjusted for price escalation and major scope differences. The basic component for cost estimating is a complete and operable fluoridation facility constructed within an existing water production housing having adequate space, access, utilities, and Supervisory Control and Data Acquisition (SCADA) service to the new fluoride system. The minimum construction cost for such a basic facility at a well station is about \$100,000. Additional amounts are added for upsizing and additional components or space required on a site-specific basis.

**Expected Capital Cost.** Expected project capital cost is the estimated construction cost (defined above) plus these allowances:

Engineering, including all planning, engineering, and other professional technical services required (except 2, below) during all phases of the project. An allowance of 20 percent of estimated construction cost is made.

Construction management services, including management of bidding, awards and payments, inspection and testing of construction, and system startups. An allowance of 20 percent of estimated construction cost is made.

Program management, including scoping, contracting, regulatory and permitting coordination, financing, legal, and public information. An allowance of 10 percent of estimated construction cost is made.

In total, these additional components of capital cost (allowances) add 50 percent to the estimated project construction cost, and the resulting total is termed the “Expected Capital Cost”.

**Total Planning-Level Capital Cost.** Finally, a Total Planning-level Capital Cost is presented. This is the Expected Capital Cost (defined above) plus a 30 percent allowance for scoping and pricing contingencies. These are unanticipated items of work and unforeseen pricing changes. This contingency allowance can be reduced as the project proceeds toward completion.

**First-Year O&M Cost.** An estimate is given the expected first year (2013) actual cost of operation and maintenance (O&M) of the new fluoridation systems. This cost does not include depreciation or capital replacements or other long-term asset management factors. First-year O&M cost estimates herein do include:

Operating labor at a total unit cost of \$80.00 per hour. In most cases, fluoridation system operation will be coordinated with other system operations for best efficiency. We assume an incremental labor requirement of about 300 hrs/yr for an individual well station, up to about 500 hours per year for a larger plant.

Non-routine maintenance and short term replacements; an annual allowance of 3 percent of estimated construction cost is made.

Utilities, supplies, and services other than fluoride chemical; an annual allowance of 3 percent of estimated construction cost is made.

Fluoride chemical. Purchase of fluorosilicic acid (FSA) to treat annual water production of each facility to a finished fluoride concentration of 0.7 mg/L. FSA purchase assumptions are outlined above.<sup>28</sup>

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<sup>28</sup> Estimates were prepared at .7 mg/L. Current CDC recommendation is .7 mg/L.

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 Community Action Partnership of Sonoma County, a non-profit public benefit corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified community-based organization, experienced in oral health issues and coordination and convening of the Sonoma County Oral Health Access Coalition and related services; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to enter into this agreement with Contractor to provide the services set forth in Exhibit A.

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"), 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 in accordance with the following terms:

For all services and incidental costs required hereunder, Contractor shall be paid a total amount of \$90,000, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services required under Section 1.1. Under no circumstances shall the total payments to Contractor under this Agreement exceed \$90,000.

A breakdown of costs used to derive the total payment amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibits B.1 and B.2 (Budget), attached hereto and incorporated herein by this reference.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this agreement, payments shall be made by County 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 1, 2013 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 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 C, 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.

9.16 Work Plan/Reports. Within 60 days of executing this Agreement, Contractor shall prepare and provide to County an Oral Health Work Plan detailing how Contractor will perform the services specified in Section 1.1 of this Agreement. Within 30 days of the end of calendar

year 2013 and calendar year 2014, Contractor shall prepare and provide to County a Year End Progress Report concerning the performance of the services required under Section 1.1 of this Agreement. Failure of Contractor to provide the reports required under this Section 9.16 may result in non-payment or delay in payment of services.

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:                    Dr. Lynn Silver Chalfin  
   Sonoma County Health Officer  
   Sonoma County Department of Health Services  
   3313 Chanate Road  
   Santa Rosa, CA 95404  
   (707) 565-4806  
   [Lynn.Silver@sonoma-county.org](mailto:Lynn.Silver@sonoma-county.org)

TO: CONTRACTOR:            Oscar Chavez  
   Executive Director  
   Community Action Partnership of Sonoma County  
   1300 N. Dutton Avenue  
   Santa Rosa, CA 95401  
   (707) 544-6911  
   [ochavez@capsonoma.org](mailto:ochavez@capsonoma.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 \_\_\_\_\_  
Oscar Chavez, Executive Director  
Community Action Partnership of Sonoma County

COUNTY OF SONOMA:

\_\_\_\_\_ Date \_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

Certificates of Insurance on File with and Approved as to Substance:

\_\_\_\_\_ Date \_\_\_\_\_  
Division Director or Designee

**Community Action Partnership of Sonoma County  
Sonoma County Oral Health Access Coalition  
Scope of Work – January 1, 2013 through December 31, 2014**

**Exhibit A**

Goal	Activity	Timeframe	Staff
Continue, expand, and lead a coalition of dental health providers, CBOs, medical providers, and representatives of the educational systems, local government and the private sector.	<ul style="list-style-type: none"> <li>• Coordinate and convene at least bimonthly SCOHAC Steering Committee meetings of collaborative key stakeholders</li> <li>• Coordinate and convene quarterly meetings of whole committee</li> <li>• Coordinate and convene meetings of the Oral Health Taskforce</li> </ul>	At least bimonthly and quarterly meetings 1/1/13-12/31/14	Dr. Susan Cooper, DDS, SCOHAC Chairperson
Increase awareness of importance of preventative and perinatal oral health and educate on public policy which can promote oral health including water fluoridation and sealants	Promote oral health and increase access through community advocacy: <ul style="list-style-type: none"> <li>• Presentations at public meetings (BOS)</li> <li>• Give Kids a Smile Event</li> <li>• Perinatal Oral Health education</li> <li>• Educational presentations for healthcare providers, Sutter Hospital Family Practice Residents and SRJC Nursing students</li> <li>• Santa Rosa Junior College Dental Clinic</li> <li>• WIC Dental Days</li> <li>• Mommy &amp; Me Program for WIC enrollees</li> </ul>	1/1/13-12/31/14	Dr. Susan Cooper, DDS, Community Action CHWs and SCOHAC members
Work with SHOHAC and the Sonoma County Oral Health Taskforce to develop and implement a collaborative model that aligns strategic objectives and functions.	Work with SHOHAC and the Oral Health Taskforce to identify opportunities to integrate objective and functions.	1/1/13-12/31/14	SCOHAC members; Sonoma County Oral Health Taskforce members
Through SCOHAC partnerships, increase access to preventative care and oral health services for underserved children and pregnant women	<ul style="list-style-type: none"> <li>• St. Joseph Mobile Dental Clinic</li> <li>• PDI Surgery Center</li> <li>• Redwood Empire Dental Society</li> <li>• SRJC Dental Clinic</li> </ul>	1/1/13-12/31/14	SCOHAC partner dental treatment agencies and organizations
Through SCOHAC partnerships, develop and design a financially	<ul style="list-style-type: none"> <li>• Sonoma County Schools</li> </ul>	1/1/13-12/31/14	SCOHAC partner dental treatment

Goal	Activity	Timeframe	Staff
sustainable dental sealant model that can be replicated/implemented in Sonoma County elementary and middle schools with the goal of increasing access to dental sealants for underserved populations in Sonoma County.	<ul style="list-style-type: none"> <li>• St. Joseph Mobile Dental Clinic</li> <li>• PDI Surgery Center</li> <li>• Redwood Empire Dental Society</li> <li>• SRJC Dental Clinic</li> <li>• Senior care facilities</li> </ul>		agencies, schools, senior care facilities and other organizations
Increase access to oral health care for underinsured and uninsured children	<ul style="list-style-type: none"> <li>• Recruit volunteers for community dental access events (Give Kids a Smile)</li> <li>• Recruit volunteer dentists to provide no-cost urgent dental care</li> </ul>	1/1/13-12/31/14	Dr. Susan Cooper, SCOHAC members and Community Action CHWs
Develop tools to track pediatric oral health care	<ul style="list-style-type: none"> <li>• Test the use of local data from state mandated kindergarten dental exams as a surveillance tool</li> <li>• Implement a universal oral health tracking tool for families (similar to vaccination record)</li> </ul>	1/1/13-12/31/14	Dr. Susan Cooper, SCOHAC members
Design, organize and implement a 2013 Sonoma Smile Survey	<ul style="list-style-type: none"> <li>• Design, organize and implement a 2013 Sonoma Smile Survey as described in Attachment A.1 attached hereto and incorporated into this Exhibit A by reference.</li> </ul>	1/1/13-12/31/14	Dr. Susan Cooper SCOHAC partner dental treatment agencies, schools, and other organizations
Plan one oral health community event	<ul style="list-style-type: none"> <li>• Hold one community event, honoring Oral Health Champions and promoting Oral Health and the programs working towards solutions.</li> </ul>	1/1/13-12/31/14	Dr. Susan Cooper SCOHAC members; Sonoma County Oral Health Taskforce; Community partners

Exhibit A (Attachment A.1)  
**Community Action Partnership of Sonoma County**  
 2013 Sonoma Smile Survey

**Introduction and History**

During the 2008-2009 school year, oral health screenings were completed at randomly selected elementary schools throughout Sonoma County. Fifteen elementary schools were selected (Table 1). One school declined to participate and one school only allowed us to screen kindergarten students. A trained dental examiners completed all of the screenings using the diagnostic criteria developed and published by the Association of State and Territorial Dental Directors (*Basic Screening Surveys: An Approach to Monitoring Community Oral Health*, www. astdd.org). Four oral health indicators were collected for each child screened – presence of decayed teeth, presence of filled teeth, presence of dental sealants, and treatment urgency. Only those children that returned a positive consent form were screened.

Data analysis was completed using SAS 9.1 (Cary, NC). Data obtained through the oral health screening has been adjusted to account for both the sampling scheme and non-response.

The *Sonoma County Smile Survey* screened 808 kindergarten and 675 3<sup>rd</sup> grade children; 82% of students enrolled in the 15 sample schools. About half of the children screened were male, 56% were Hispanic and 32% were white non-Hispanic. (*Sonoma Smile Survey 2009*)

TABLE 1

SCHOOL NAME	SCHOOL DISTRICT
Live Oak Charter	Petaluma City Elementary
Liberty Elementary	Liberty Elementary
Mary Collins School at Cherry	Petaluma Joint Union High
Oak Grove Elementary	Oak Grove Union Elementary
Valley Vista Elementary	Petaluma City Elementary
Olivet Elementary	Piner-Olivet Union Elementary
Miwok Valley Elementary	Old Adobe Union Elementary
Brook Hill Elementary	Santa Rosa Elementary
John Reed Elementary	Cotati-Rohnert Park Unified
Jefferson Elementary	Cloverdale Unified
Monte Rio Elementary	Monte Rio Union Elementary
Meadow View Elementary	Bellevue Union Elementary
Sheppard Elementary	Roseland Elementary
Helen M. Lehman Elementary	Santa Rosa Elementary
Abraham Lincoln Elementary	Santa Rosa Elementary

These schools were selected by the project consultant, epidemiologist. A range of schools was selected depending on the percentage of children eligible for school lunch program. The range was from 2% to 98% FRL. Schools from Sonoma and Healdsburg were not selected. Only one examiner, Susan Cooper DDS was used for consistency in recording findings. Community Action Partnership organized and implemented the project.

**2013 Sonoma Smile Survey Project Components:**

Contractor agrees to design, organize and implement a 2013 Sonoma Smile Survey that includes the following project components:

- Contractor shall provide the Sonoma County Health Officer for his/her review and approval a detailed work plan to design, organize and implement the 2013 Sonoma Smile Survey (2013 Smile Survey).
- Contractor shall conduct the 2013 Smile Survey in the schools listed in Table 1 above and elementary and middle schools located in the cities of Healdsburg and Sonoma.
- County shall provide epidemiologist to assist Contractor in the design of the 2013 Smile Survey project.
- Contractor shall conduct the 2013 Smile Survey in the beginning of the 2013-2014 school year.
- Contractor shall use one examiner for consistency in findings.
- Contractor shall obtain positive consent from all parents/guardians of children who participate in the 2013 Smile Survey.
- Contractor shall engage school nurses to assist in the dental screenings and obtaining the return of consent forms.
- Contractor shall ensure that all survey staff are trained in case management and can assist the nurses with referral for urgent cases.
- Contractor shall design the survey in a way that provides more information than the 2008-2009 Sonoma Smile Survey and provide more in depth analysis on whether WIC and other disease prevention and intervention programs are improving the oral health of children in Sonoma County.including but not limited to collecting:
  - Number of restorations on each child
  - Has child been through WIC program ( can compare this cohort with non WIC participants)
- Use iPad application for more complex data collection.



**Community Action Partnership of Sonoma County  
 Sonoma County Oral Health Access Coalition  
 Line Item Budget <sup>1</sup>  
 1/1/13-12/31/14**

**Exhibit B.1**

<b>Line Item</b>	<b>Cost</b>	<b>Detail</b>
Salaries	\$39,208	Dr. Susan Cooper: 13 hrs/week for 104 weeks @ \$29.00 per hour
Benefits	\$4,824	WC, FICA, SUI & 401k
Office Supplies	\$720	Misc. office and computer supplies
Printing	\$1,200	Promotional & marketing materials
Meeting supplies	\$4,900	24 monthly, 8 quarterly meetings, biannual community event: Copies, printing, food and misc.
Office space and operational	\$3,020	Telecommunications, occupancy, maintenance, utilities, postage, liability insurance, audit
<b>SUBTOTAL</b>	<b>\$53,872</b>	
Indirect	\$6,128	Indirect cost rate
<b>TOTAL</b>	<b>\$60,000</b>	

<sup>1</sup> Exhibit B.1 is the line item budget for all services listed in Exhibit A (Scope of Work) except the 2013 Smile Survey which is set forth in Exhibit B.2.

**Community Action Partnership of Sonoma County  
2013 Smile Survey  
Line Item Budget  
1/01/2013 – 12/31/13**

**Exhibit B.2**

Line Item	Cost	Detail
Salaries	\$17,593	<ul style="list-style-type: none"> <li>• Dr. Susan Cooper: Dental Advisor, 1 hr/week x \$29.00 x 37 weeks</li> <li>• Kathy Kane RDHAP: Project Manager, 8 hrs/wk x \$28.00/hr x 37 weeks</li> <li>• Kathy Kane RDHAP: Clinical examiner, 8 hrs/week for 10 weeks x \$40.00/hr</li> <li>• CHW (bilingual) : Case management, data entry and admin support, 8 hrs/wk x 17.00/hour x 37 weeks</li> </ul>
Benefits	\$2,524	WC, FICA, SUI & 401k
Office Supplies	\$200	Misc. office
Printing/Copying	\$500	Letters, forms
Dental supplies	\$4,000	Fluoride varnish, toothbrushes, stickers, mouth mirrors, plastic bags, hand sanitizer, barriers, surface disinfectants, etc. \$2.00/child. 2000 children
Office space and operational	\$1,671	Telecommunications, occupancy, maintenance, utilities, postage, liability insurance, audit
Computer	\$143	
Travel	\$250	.50/mile
<b>SUBTOTAL</b>	<b>26,881</b>	
Indirect	\$3,119	Indirect cost rate @ 11.6%
<b>TOTAL</b>	<b>30,000</b>	

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

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

- a. Required if Consultant has employees.
- b. Worker's Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employer's 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 Worker's Compensation and Employer's 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. **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**

- 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. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, Department of Health Services - Contracting Unit, 3313 Chanate Road Santa Rosa, CA 95404.**
- b. 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.
- c. 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.
- d. 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  
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 California State University, Sacramento (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified academic institution, experienced in facilitation and mediation services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to enter into this Agreement to utilize Contractor's services to provide seamless coordination for the Fluoridation Project.

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 and Budget" 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 \$ 54,936, 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 Maximum Payment Obligations. In no event shall county be obligated to pay Contractor more than the total sum of Fifty Four Thousand Nine Hundred and Thirty Six Dollars (\$54,936).

2.2 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 March 1, 2013 to June 30, 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 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 9.5.2 Audit; (5) Section 9.15, Confidentiality; and (6) 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.

a. County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of County, its officers, employees or agents.

b. Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the Contractor, its officers, employees or agents.

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 seven (7) 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.

9.5.2 Audits. Contractor agrees that all expenditures of state and federal funds furnished to the Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal

agencies. County agrees to provide fourteen (14) days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to OMB Circular A-133, which applies to non-profit organizations.

9.5.2.1 Copy of Audit. Contractor agrees a copy of audits performed shall be submitted to County no later than thirty (30) days after completion of the audit report, or no later than nine (9) months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by the County and State and Federal agencies to the working papers of the external independent auditor.

9.5.2.2 Retention of Audit Report. Contractor agrees that audit reports and work papers shall be retained for a minimum of seven (7) years from the date of audit report, unless the auditor is notified in writing by the County, state or federal agency to extend the retention period.

9.5.2.3 Repayment. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State or Federal agencies related to service provided by Contractor under this Agreement. Where allowable costs have been claimed and reimbursed, they will be returned to the program that reimbursed the unallowable cost either by cash refund or by offset to subsequent claims.

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:

County Of Sonoma (DHS)  
Contract & Board Item Development Unit  
3313 Chanate Road  
Santa Rosa, CA 95404

TO: CONTRACTOR:

Contracts Office  
Center for Collaborative Policy  
815 S Street, First Floor  
Sacramento, CA 95811  
Email: [contracts@ccp.csus.edu](mailto:contracts@ccp.csus.edu)  
Phone: (916) 445-2079, Main (916) 341-3325 Direct

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 \_\_\_\_\_

COUNTY OF SONOMA:

\_\_\_\_\_ Date \_\_\_\_\_

Rita Scardaci, MPH, Director  
Department of Health Services

Certificates of Insurance on File with and Approved as to Substance:

\_\_\_\_\_ Date \_\_\_\_\_

Division Director or Designee

Approved as to Form:

 \_\_\_\_\_ Date 8/13/13

County Counsel

**Scope of Work and Budget**

<b>Task Descriptions</b>	<b>Summary</b>
<b>Professional Services</b>	
<b>Task 1: Facilitate 4 Advisory Committee Mtgs</b> Review background info and calls with members Hold prep calls w/ staff and members Design agenda and facilitate up to 4 meetings Document meeting outcomes and complete follow-up	Managing Senior Mediator-1 hr@ \$188 Senior Mediator- 89 hr @ \$178 Admin Support -3hr @\$70
<b>Subtotal Task 1</b>	\$16,240.00
<b>Task 2-Facilitate up to 12 Stakeholder Mtgs</b> Meet w/staff initially and then conduct intro calls Hold 1 call/meeting with staff to plan meetings Draft agenda and review materials Facilitate 2-hour meetings and complete follow-up work	Managing Senior Mediator-3 hr@ \$188 Senior Mediator- 204 hr @ \$178 Admin Support -3hr @\$70
<b>Subtotal 2</b>	\$37,086.00
<b>Total Professional Services</b>	<b>\$53,326.00</b>
<b>Other Direct Costs-Travel</b> Mileage	20 trips @140 miles/trip
<b>Subtotal Other Direct Cost</b>	<b>\$1,400.00</b>
<b>Administrative Fee %15</b>	<b>210.00</b>
<b>Estimated Not-to-Exceed Budget</b>	<b>\$54,936.00</b>

## **County of Sonoma Contract Insurance Requirements**

## **Exhibit - B**

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

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. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by 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 be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in 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. 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.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma (DHS), Contract & Board Item Development Unit, 3313 Chanate Road, Santa Rosa, CA 95404.**
- c. 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.
- 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 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  
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 Lew Edwards Group (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in the development of public education and communications campaigns 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 provide those 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

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"), 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.

In the event of conflict between this Agreement and the Contractor's proposal, this Agreement shall govern. Any inconsistencies between the Contractor's proposal and this Agreement shall be resolved by giving precedence in the following order:

(a) Professional Services Agreement (excluding Exhibits).

(b) Professional Services Agreement - Exhibit A: Scope of Work.

(c) Professional Services Agreement – All other Exhibits.

(d) Contractor's Proposal to Provide Communications Campaign Services Sonoma County – Department of Health Services Preventative Oral Health Project, submitted for the December 31st, 2012 Request for Proposal deadline.

(e) All other documents, presentations, exhibits, and attachments.

In cases where discrepancies between the aforementioned documents cannot be adequately resolved between County and Contractor, the matter shall be promptly submitted to the County of Sonoma County Counsel for a written determination. Any adjustment made by the Contractor without such a determination shall be at its own risk and expense.

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 in accordance with the following terms:

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 B, provided, however, that total payments to Contractor shall not exceed seventy thousand dollars (\$70,000) 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 and (ii) 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 March 1, 2013 to December 31, 2013 unless terminated earlier in accordance with the provisions of Article 4 below.

#### 4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to 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 C, 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 seven (7) 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:	County of Sonoma, Department of Health Services Health Policy, Planning and Evaluation 490 Mendocino Ave., Suite 202 Santa Rosa, CA 95401
TO: CONTRACTOR:	The Lew Edwards Group 5454 Broadway Oakland, CA 94618 Phone: 510-594-0224 Fax: 510-420-0734

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.

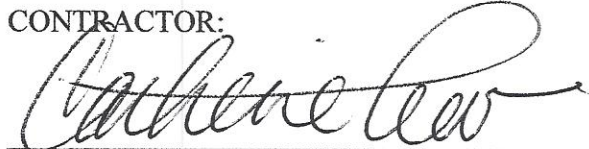
13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement 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 2/7/13  
Catherine Lew, President/CEO, The Lew Edwards Group

COUNTY OF SONOMA:

\_\_\_\_\_ Date \_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

Certificates of Insurance on File with and Approved as to Substance:

\_\_\_\_\_ Date \_\_\_\_\_  
Division Director or Designee

## **EXHIBIT A – SCOPE OF WORK**

The Law Edwards Group (“Contractor”) will provide the following communications and opinion research services to the County of Sonoma related to its Department of Health Services Preventative Oral Health Campaign:

### Detailed Work Plan

- Upon execution of this agreement, a detailed work plan including timelines for deliverables will be agreed to by both parties in writing.

### Contractor Background Preparation

- Conduct background research
- Review existing communications vehicles, media clips, pertinent information

### Project Management/Campaign Design/Ongoing Strategic Advice

- Convene kickoff meeting, assess campaign strengths/weaknesses/opportunities/threats
- Develop preliminary campaign plan/project benchmarks & timeline
  - Plan will recommend Implementation Strategies for the Campaign, including ways to target/disseminate the message externally utilizing community partners, social networking, media outlets and other strategies
  - Plan will recommend Rapid Response techniques to respond to changing nuances and misinformation, as needed
- Facilitate regularly-scheduled Campaign Planning sessions with designated County staff
- Continue to update/refine Campaign Timeline
- Develop meeting agendas, facilitate planning sessions, designate tasking
- Recommend additional Key Influential or Stakeholder participation as needed
  - Attend selected community partner meetings

### Collateral Materials Development

- Recommend taglines
- Develop campaign logo (parties to designate limits on change-orders)
- Draft recommended informational messages and imagery
- Conduct up to two focus groups to assess effectiveness of messages/taglines/logo
  - Develop Focus Group protocols/discussion guide
  - Recruit participants
  - Provide transcripts and video (DVDs) to County
  - Revise and finalize Campaign Materials and messages based on Focus Group feedback
- Draft website copy (County IT will place finalized copy onto County website)
  - Recommend or draft posts on Facebook, Tweets/updates on Twitter and other Social Networking sites
  - Recommend where messages should be placed on additional County and partner websites or public communications vehicles (County staff to place on County vehicles and request of partners)

- Refine messages in other formats as needed, such as YouTube or Vimeo scripts, bill inserts, other
- Draft Opinion Leader Updates (County to develop/update their data base and mail letters)
- Draft Press Releases/Media Updates (County to disseminate)
- Develop Speakers' Bureau Toolkit
  - Speaker's Handbook
  - "Sticky QAs"
  - PowerPoint Presentation, Frequently Asked Questions handout
  - Recommend Campaign Messengers and Target Audience(s)
  - Conduct one Message Training

#### Campaign Assessment

- Conduct exit Assessment meeting to evaluate Campaign, including strengths, areas to improve, recommendations for future campaigns
- Provide recommendations for future campaigns

## EXHIBIT B – BUDGET

This compensation schedule presumes an initial project period from March 1, 2013 through December 31, 2013. The Not-to-Exceed amount for this Agreement is Seventy Thousand Dollars (\$70,000).

1. Professional Consulting Fees: Contractor's professional consulting fee for the initial project period is Fifty Thousand Dollars (\$50,000) payable as follows:
  - Five Thousand Dollars (\$5,000) per month due and payable per invoice on the last business day of each month for the initial project period, commencing March 1, 2013 through December 31, 2013.
2. Project Costs within Agreement:
  - Cost of conducting two focus groups to assess preliminary campaign materials is Sixteen Thousand Dollars (\$8,000 per focus group) due and payable upon providing final transcripts to County.
  - Cost of developing graphic campaign logo is Not-to-Exceed Four Thousand Dollars (\$4,000) for providing two logo concepts and finalizing one of the concepts based on focus group assessments. The parties explicitly acknowledge that as this budget will not permit extensive or elaborate changes or revisions.

The amounts above do not include additional project costs that will be incurred by the County, such as additional focus groups that may be desired by the County, additional graphics besides the logo, postage, duplication and/or printing, video production, or Spanish translation which are in addition to the costs designated in this Agreement and which should be budgeted for separately by the County as desired.

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

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 Contractor 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 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*: Certificate of Insurance.

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than 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. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor 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 Contractor 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 Contractor 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 Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c.** Insurance shall apply to hired and non-owned autos.
- d.** *Required Evidence of Coverage:* Certificate of Insurance.

**4. Professional Liability/Errors and Omissions Insurance**

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

**5. Standards for Insurance Companies**

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

**6. Documentation**

- a.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor 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 – 4 above.
- b.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Department of Health Services, Contracting Unit, 3313 Chanate Rd, Santa Rosa, CA 95404.
- c.** 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.
- d.** Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.



**7. Policy Obligations**

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

**8. Material Breach**

If Contractor 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 Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor 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  
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 MWH Americas, Inc. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified and licensed engineering firm, experienced in the preparation of water and fluoridation systems assessments 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 for provide those 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

I. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A – Scope of Work and Budget" 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 in accordance with the following terms:

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 \$102,970 without the prior written approval of County. Any balance remaining at the end of fiscal year 12-13 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.

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 March 1, 2013 to September 30, 2013 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, 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 9.10 (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 9.14, 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 seven (7) 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 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. Contractor will retain all right, title and interest in and to any pre-existing figures, drawings, analytical methods and analytical know-how, (including, but not limited to, modeling methodologies, analytical processes and techniques, and software tools) used by Contractor in connection with providing the Services (whether developed by Contractor or licensed by Contractor from any third party), as well as any new or improved analytical methods or analytical know-how developed by Contractor in the course of providing the Services ("Contractor Materials"). County shall retain a perpetual, non-transferable and royalty-free license to use Contractor Materials embodied or reflected in the Services. Any modification or reuse of the Contractor Materials without written verification or adaptation by Contractor for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Contractor or to Contractor's subcontractors and subconsultants. Nothing in this Paragraph 9.10 shall prevent County from use of Contractor Materials for any purpose including, but not limited to, any and all activities related to further assessment of fluoridation of Sonoma County water.

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

9.12 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.

9.13 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.14 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 9.14 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: County of Sonoma, Department of Health Services  
Attn: Kim Caldewey  
3313 Chanate Road  
Santa Rosa, CA 95404

TO: CONTRACTOR: MWH Americas, Inc.  
2121 N. California Blvd, Suite 600  
Walnut Creek, CA 94596  
Phone: 925-627-4500, Fax: 925-627-4501



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.

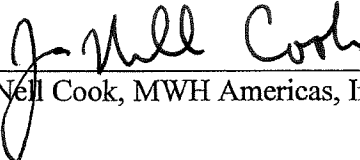
13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement 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:

  
\_\_\_\_\_  
JaNell Cook, MWH Americas, Inc. Date 2/13/13

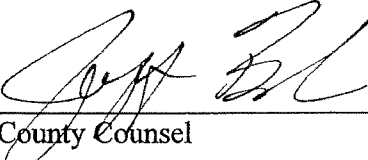
COUNTY OF SONOMA:

\_\_\_\_\_  
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 \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
County Counsel Date 2/13/13

## **Exhibit A - Scope of Work and Budget Fluoridation Preliminary Engineering Design Report**

### **Project Background**

The County of Sonoma Department of Health Services (DHS) has determined that dental disease is a major source of preventable suffering and expenditures for Sonoma County residents of all ages but particularly the County's low income and minority residents. Consequently, the Community Health Assessment and the Sonoma County Smile Survey recommended water fluoridation as a primary means of preventing tooth decay and improving oral health.

Fluoridation of public water systems in California was first required in 1976. Current regulations state that systems serving more than 10,000 service connections must fluoridate unless the system does not receive sufficient funds from a source identified by the California Department of Public Health (CDPH) for capital and ongoing operations and maintenance costs.

As a water wholesaler, the Sonoma County Water Agency (SCWA) is not specifically required to fluoridate water produced at the Wohler and Mirabel Production Facilities and three wells in the Santa Rosa Plain. That responsibility lies with the retail entities. However, given that SCWA serves as a primary or supplemental water supply for about 600,000 people in Sonoma and Marin Counties, fluoridation of water produced by the agency would have a wide reach and could be more cost effective than having individual retailers fluoridate.

Given the need for improved dental health and the potential for reaching a large population of Sonoma County citizens, DHS has initiated this project to evaluate the technical and economic feasibility of adding fluoride to SCWA's water supply. The following scope describes the services to be performed by MWH Americas, Inc. (Contractor) to develop a preliminary engineering design report for fluoridation of the SCWA drinking water supply which will provide the technical and economic information needed to enable DHS and the Sonoma County Board of Supervisors to make an informed decision on fluoridation (Project).

The work to be performed under this Agreement has been organized into four main tasks, as presented below.

#### **Task 1. Project Management and Control**

Timeframe: March 4, 2013 to June 7, 2013

The objective of this project management and control task is to manage resources such that the Project is executed in accordance with the terms of this Agreement and to communicate project progress and issues to the project team and stakeholders.

This task will involve the day-to-day administrative, technical, and financial management of Project activities. Contractor will maintain clear and frequent communication with DHS and others to reduce rework and produce deliverables on schedule and within budget. The primary elements of the project management task are:

- Schedule and budget control
- Quality assurance/quality control (QA/QC)
  - Prepare a Project QA/QC Plan
  - Establish technical review meetings
  - Assure compliance with the QA/QC Plan

- Coordinate with the DHS, SCWA and others regarding Project issues
- Overall management of the contracting team including staffing, resources, technical review of work products, preparing invoices, tracking financial performance, document control, and maintaining project files.

Contractor’s Project Manager will be responsible for implementing the work tasks within the established budgets and schedules. Project Manager will interact with the DHS and SCWA staff to fulfill the requirements of specific tasks and will be responsible for planning QA/QC activities.

Contractor will prepare a Project Execution Plan (PEP) and Work Breakdown Structure (WBS) to provide a concise outline of the scope of work. The WBS is the organizational framework by which Contractor’s Project Manager can create and display the breakout of project tasks/subtasks and deliverables, monitor and update progress made on specific tasks, review budgeted costs or revenues, and monitor earned value job progress parameters.

The PEP will summarize:

- Scope of Services
- Detailed schedule of work to be performed by Contractor
- Deliverables
- QA/QC activities as applicable
- Personnel to be assigned to the project
- Budget
- Schedule, with detailed activities to meet the schedule requirement

Contractor will monitor costs weekly and prepare monthly reports for DHS and SCWA that include summaries of work completed, QA/QC activities, earned value assessments (task percent complete vs. percent spent), and estimates to complete.

<b>Task 1 Budget Summary</b>				
<b>Title</b>	<b>Key Personnel</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Totals</b>
Project Manager	Price	\$275	8	\$2,200
Tech Assistant	Taplin	\$225	24	\$5,400
Professional Engineer	Salzman	\$180	8	\$1,440
Certified Civil Engineer	Loucks	\$225	0	\$0
Professional Engineer	Gosse	\$150	0	\$0
Senior Designer		\$120	0	\$0
Administration		\$75	6	\$450
<b>Task Subtotals</b>			<b>46</b>	<b>\$9,490</b>

Deliverables: The following deliverables shall be submitted as part of Task 1. All documents will be delivered via e-mail in Portable Document Format (PDF) format.

- Project Execution Plan
- Work Breakdown Structure
- Monthly Reports

## Task 2. Meetings

Timeframe: March 4, 2013 to November 3, 2013

Key team members from Contractor will conduct a kickoff meeting with DHS and SCWA to establish lines of communication, verify responsibilities, and confirm the Project mission, objectives, scope, and schedule. This meeting will also be used to discuss with SCWA staff design constraints and O&M issues associated with the potential fluoridation system. A site visit to the Mirabel and Wohler Production Facilities, River Road Chlorine and Corrosion Control Facility, and Santa Rosa Plain well sites will follow directly after the meeting. Contractor will provide a list of data needs at this meeting to expedite the process of data collection and review.

Contractor will attend three meetings/workshops to discuss and review the Preliminary Design Criteria TM, present the Preliminary Engineering Design Report conclusions, and review comments on the draft report.

Contractor will attend and make presentations at three additional meetings following completion of the final Preliminary Engineering Design Report:

1. Fluoridation Advisory Committee
2. Water Advisory Committee/Technical Advisory Committee
3. Board of Supervisors

<b>Task 2 Budget Summary</b>				
<b>Title</b>	<b>Key Personnel</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Totals</b>
Project Manager	Price	\$275	32	\$8,800
Tech Assistant	Taplin	\$225	0	\$0
Professional Engineer	Salzman	\$180	32	\$5,760
Certified Civil Engineer	Loucks	\$225	0	\$0
Professional Engineer	Gosse	\$150	0	\$0
Senior Designer		\$120	0	\$0
Administration		\$75	0	\$0
<b>Task Subtotals</b>			<b>64</b>	<b>\$14,560</b>

Deliverables: The following deliverables shall be submitted as part of Task 2. All documents will be delivered via e-mail or other electronic form in PDF format as well as source files (MS Word, Excel, PowerPoint, etc.).

- Meeting agendas
- Meeting summaries
- Presentation materials

## Task 3. Basis of Design

Timeframe: March 5, 2013 to April 1, 2013

The objective of this task is to outline and establish the basis of design for the fluoridation facilities. Contractor will obtain existing water quality, flow and facility data from SCWA and will review all existing treatment and production facilities information and drawings to determine a fluoridation system design and operation that provide the optimum safety, system performance and minimized capital and O&M costs to SCWA.

Three chemicals, sodium fluoride (NaF), sodium silicofluoride (NaSF), and hydrofluosilicic acid (HFA)--the most common compounds used for the fluoridation of drinking water--will be compared for applicability at the Agency's facilities. The goal would be to fluoridate as closely as possible to the new recommendations for 0.7 mg/L to the greatest extent feasible. Contractor will recommend the most appropriate chemical form to be used at each of SCWA's water supply facilities. As part of this task, Contractor will evaluate whether to construct a single fluoridation facility or whether to construct one for the Santa Rosa Aqueduct and one for the Cotati Intertie. Contractor will also evaluate whether fluoridation systems are needed at the Santa Rosa Plain well sites.

Contractor will develop a basis of design Technical Memorandum. Factors such as preferred chemical delivery frequency and chemical storage requirements, potential day tank/bulk tank, preferred materials, system monitoring equipment, and feed pump sizing will be considered in the design criteria. At a minimum, all of the following shall be addressed in the Technical Memorandum.

- 3.1 Fluoridation Systems
  - 3.1.1 Review of Existing Systems
  - 3.1.2 Wholesaler / Retailer Issues
  - 3.1.3 Effects of Local Supply Component of Retailer Water Supplies
    - 3.1.3.1 Risk and Liabilities
- 3.2 Regulatory Review
- 3.3 SCWA Water Supply Review
  - 3.3.1 Water Transmission System
  - 3.3.2 Water Quality
- 3.4 Development of Design Criteria
  - 3.4.1 Process Design Parameters
  - 3.4.2 Building Design Considerations
  - 3.4.3 Site Considerations
- 3.5 Prepare Design Criteria Technical Memorandum

Contractor will prepare the draft Preliminary Design Criteria Technical Memorandum and will make one presentation at a submittal comment review session. Contractor will review and incorporate DHS and SCWA comments/edits to the draft Technical Memorandum and issue a final Preliminary Design Criteria Technical Memorandum.

<b>Task 3 Budget Summary</b>				
<b>Title</b>	<b>Key Personnel</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Totals</b>
Project Manager	Price	\$275	16	\$4,400
Tech Assistant	Taplin	\$225	0	\$0
Professional Engineer	Salzman	\$180	64	\$11,520
Certified Civil Engineer	Loucks	\$225	0	\$0
Professional Engineer	Gosse	\$150	0	\$0
Senior Designer		\$120	0	\$0
Administration		\$75	4	\$300
<b>Task Subtotals</b>			<b>84</b>	<b>\$16,220</b>

Deliverables: The following deliverables shall be submitted as part of Task 3. All documents will be delivered via e-mail or other electronic form in PDF format as well as source files (MS Word, Excel, PowerPoint, etc.).

- Preliminary Design Criteria Technical Memorandum.
- Final Design Criteria Technical Memorandum.
- Summary of Regulatory Requirements

#### **Task 4. Fluoridation Facilities Preliminary Engineering Design Report**

Timeframe: March 4, 2013 to June 7, 2013

Contractor will prepare a preliminary design for the fluoridation facilities based on the criteria agreed upon by DHS and SCWA. The preliminary design will include civil site plans, mechanical layouts, process and instrumentation diagrams (P&IDs), design criteria tables, and general descriptions of the facilities and operation.

The layouts of the fluoridation facilities will consider the size of all equipment, access around the equipment for maintenance and operation of the facility and operator safety.

Contractor will prepare “Class 3” level Opinions of Probable Construction Costs (OPCCs) for the fluoride facilities. OPCCs will be prepared in accordance with the cost estimate class, as defined by the Association for the Advancement of Cost Engineering.

Contractor will prepare a draft Preliminary Engineering Design Report and will make one presentation at a submittal comment review session discussed in Task 2. At a minimum, all of the following shall be addressed in the Report.

- 4.1 Evaluation of Fluoridation System Approach & Alternatives
  - 4.1.1 Facilities Siting Study
- 4.2 Design of Fluoridation Chemical Feed Systems
  - 4.2.1 Civil
  - 4.2.2 Mechanical
    - 4.2.2.1 Chemical Feed System
    - 4.2.2.2 Chemical Storage
  - 4.2.3 Electrical
  - 4.2.4 Instrumentation
    - 4.2.4.1 Local
    - 4.2.4.2 SCADA
- 4.3 Preliminary Engineering Design Report
  - 4.3.1 Cost Estimates
  - 4.3.2 Recommendation

The following outline shall be used for the draft Preliminary Engineering Design Report.

#### Executive Summary

- 1. Introduction
  - 1.1. Background/Project Purpose
  - 1.2. Project Scope
- 2. Regulatory and Permit Requirements
  - 2.1. Drinking Water Quality

- 2.2. Building and Fire Codes
- 2.3. Others
- 3. Fluoridation System Selection
  - 3.1. Summary of Fluoridation Alternatives
  - 3.2. Recommendation of Fluoridation Systems
- 4. Design Criteria
  - 4.1. Flow Rates (water and chemical)
  - 4.2. Mechanical
  - 4.3. Safety
  - 4.4. Equipment Access
  - 4.5. Power
  - 4.6. Instrumentation
  - 4.7. Lighting
  - 4.8. HVAC
  - 4.9. Plumbing
  - 4.10. Fire Protection
  - 4.11. Utility Water
- 5. Facility Improvements
  - 5.1. Chemical feed systems
  - 5.2. Civil site work
  - 5.3. Mechanical systems
  - 5.4. Power supply
  - 5.5. Control philosophy
  - 5.6. Instrumentation
  - 5.7. Utility water system
- 6. Capital and O&M Cost Estimates
- 7. Drawings
- 8. Appendices

<b>Task 4 Budget Summary</b>				
<b>Title</b>	<b>Key Personnel</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Totals</b>
Project Manager	Price	\$275	36	\$9,900
Tech Assistant	Taplin	\$225	0	\$0
Professional Engineer	Salzman	\$180	88	\$15,840
Certified Civil Engineer	Loucks	\$225	16	\$3,600
Professional Engineer	Gosse	\$150	40	\$6,000
Senior Designer		\$120	192	\$23,040
Administration		\$75	4	\$300
Project Exp. Misc.				\$4,020
<b>Task Subtotals</b>			<b>376</b>	<b>\$62,700</b>

Contractor will review and incorporate DHS and SCWA comments/edits to the draft report and issue a final Preliminary Engineering Design Report.



Deliverables: The following deliverables shall be submitted as part of Task 4. All documents will be delivered via e-mail or other electronic form in PDF format as well as source files (MS Word, Excel, PowerPoint, etc.). In addition, five (5) bound copies of the final report will be provided.

- Preliminary Engineering Design Report
- Final Engineering Design Report
- Opinions of Probable Construction Costs (OPCC) (Class 3)

**Budget**

Total Budget Summary:

<b>Total Budget Summary</b>				
<b>Title</b>	<b>Key Personnel</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Totals</b>
Project Manager	Price	\$275	92	\$25,300
Tech Assistant	Taplin	\$225	24	\$5,400
Professional Engineer	Salzman	\$180	192	\$34,560
Certified Civil Engineer	Loucks	\$225	16	\$3,600
Professional Engineer	Gosse	\$150	40	\$6,000
Senior Designer		\$120	192	\$23,040
Administration		\$75	14	\$1,050
Project Expenses - Miscellaneous				\$4,020
<b>Task Subtotals</b>			<b>570</b>	<b>\$102,970</b>

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

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 Contractor 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 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*: Certificate of Insurance.

If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than 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. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor 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 Contractor 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 Contractor 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 Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage: Certificate of Insurance.

**4. Professional Liability/Errors and Omissions Insurance**

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

**5. Standards for Insurance Companies**

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

**6. Documentation**

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor 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 - 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Department of Health Services, Contracting Unit, 3313 Chanate Rd, Santa Rosa, CA 95404.
- c. 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.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**7. Policy Obligations**

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

**8. Material Breach**

If Contractor 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 Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.