

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

TUESDAY

APRIL 9, 2013

8:30 A.M.

(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 21)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 4)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution for Jennifer Hernandez as Boys and Girls Club Sonoma County Youth of the Year 2013. (Countywide)
2. Adopt Gold Resolutions commending twelve high school students for their participation as Junior Commissioners of the Commission on the Status of Women. (Human Resources)
3. Adopt a Gold Resolution recognizing April 2013 as Sexual Assault Awareness Month in Sonoma County. (Third District)

PRESENTATIONS AT DIFFERENT DATE

4. Adopt a Resolution declaring the Month of April 2013 as Child Abuse Prevention Month in Sonoma County. (Human Services)

COMMUNITY DEVELOPMENT COMMISSION

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

5. Adopt a Resolution of the Sonoma County Community Development Commission designating signatories for the conduct of the Commission's banking business.

OCCIDENTAL COUNTY SANITATION DISTRICT

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

6. Authorize the Chair to execute an agreement with Larry Walker Associates to provide regulatory assistance services for the amount of \$100,000; agreement terminates on June 30, 2017. (Fifth District)

CONSENT CALENDAR (Continued)

RUSSIAN RIVER COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, K. Brown)

7. Authorize the Chair of the Russian River County Sanitation District to execute an agreement with Consultant GHD Inc. to provide natural hazard reliability assessment services for the amount of \$150,000; agreement terminates on December 31, 2014; and Authorize the Chair of the Sonoma Valley County Sanitation District to execute an agreement with GHD Inc. to provide natural hazard reliability assessment services for the amount of \$225,000; agreement terminates on December 31, 2014. (First and Fifth Districts)

SONOMA COUNTY WATER AGENCY

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

8. Authorize the Chair to execute an agreement with U.R.S. Corporation to provide consulting services in support of the Russian River Biological Opinion implementation for the amount of \$52,100; agreement terminates on December 31, 2014.
9. Authorize the Chair to execute an agreement with Aqua-Tech Company to provide dive services for water system facilities for the amount of \$250,000 over three years; agreement terminates on June 30, 2016.
10. Authorize the Chair to execute an Easement Agreement conveying property rights to the State of California, for Highway 101 Novato Narrows Widening Project. Final action to be taken on April 16, 2013. (Fourth District)

SOUTH PARK COUNTY SANITATION DISTRICT

11. Review and ratify the actions of the General Manager of the Water Agency in entering into a contract with Ghilotti Construction Company, on behalf of the South Park County Sanitation District, for an amount not-to-exceed \$60,000 to perform emergency repairs to collapsed sewer facilities without advertising for competitive bids and delegate authority to the General Manager to execute an agreement and release of any and all claims, if required. (4/5 vote required) (Fifth District)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

12. Review and accept Agreed Upon Procedures and review reports of the Sonoma County Treasury for compliance with Government Code 26920 for the quarters ending September 30, 2012 and December 31, 2012.

BOARD OF SUPERVISORS

13. Authorize the Chair to transmit a letter to the California Coastal Conservancy in support of a funding allocation to the Conservation Fund's project to secure, protect, and preserve Preservation Ranch. (Fifth District)

CONSENT CALENDAR (Continued)

CLERK-RECORDER-ASSESSOR

14. Approve and authorize the Clerk-Recorder-Assessor to execute a Joint Powers Agreement with other California County Assessors and the Board of Equalization to form and participate in the e-Forms Network Group for collection, storage and data maintenance for assessment and valuation functions for a period of forty (40) months effective March 1, 2013 through June 30, 2016; and Authorize the Clerk-Recorder-Assessor to renew the Joint Powers Agreement for participation in the e-Forms Network Group, for one additional year, effective July 1, 2016 through June 30, 2017.

GENERAL SERVICES

15. Authorize the Chair to execute a consulting contract with The Design Partnership, LLP (TDP) for code verification, design, construction documents and construction administration services for Phase 2 of the Psychiatric Emergency Services (PES) delayed-egress controls project at the Norton Center in the Chanate Complex. Total lump sum cost, \$36,250. (Third District)

GENERAL SERVICES / HEALTH SERVICES

16. Authorize the General Services Director to execute an amendment to the license agreement with Goodwill Industries of the Redwood Empire, to extend the term for an additional four years to January 31, 2016, for use of approximately 7,300 sq. ft. of office space, and use of a garden space consisting of approximately 200 sq. ft. of land, located at 3400 Chanate Road, Santa Rosa, CA., and make findings as required by section 26227 of the Government Code that the proposed license agreement is necessary to meet the social needs of the population of the County and that the County does not need the Premises during the term of the license agreement.

GENERAL SERVICES / HUMAN SERVICES

17. Lease expansion and new lease for Human Services Department / Family Youth & Children Division – Adoption Program – (A) Authorize the Clerk to publish a notice, declaring the Board’s intention to execute a lease amendment with A.J. Ventures, Inc. (Landlord), to expand the leased premises by approximately 7,547 sq. ft., for an initial rate of \$1.64 per sq. ft. per month (approximately \$12,377 per month or \$148,525 per year), which is subject to adjustment as more particularly described in said amendment, for nine years plus options, in the building located at 1202 Apollo Way, Santa Rosa, CA; and (B) Authorize the General Services Director to execute a letter-agreement whereby the landlord of said building will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed amendment by the Board; and (C) Authorize the General Services Director to execute a license agreement with Mercury Way LLC (Mercury Landlord), for approximately 5,000 sq. ft., for a rental rate of \$1.80 per month (approximately \$9,000 per month), for use as temporary office space to accommodate the Public Adoptions Program staff for approximately five months, until tenant improvements have been completed for the above-noted lease expansion at 1202 Apollo Way, Santa Rosa, CA.

CONSENT CALENDAR (Continued)

HEALTH SERVICES

18. Authorize the Director of Health Services to execute an agreement with Catholic Charities to provide care coordination for the homeless for the period April 1, 2013 through March 31, 2016 for a total not to exceed amount of \$180,000.

TRANSPORTATION AND PUBLIC WORKS

19. Adopt a Resolution authorizing the Transit Systems Manager to file applications with the Northern Sonoma County Air Pollution Control District (NSCAPCD) for Vehicle Pollution Mitigation Program funding assistance and authorizing the Director of Transportation and Public Works to execute funding agreements with the NSCAPCD. (Fourth and Fifth Districts)
20. Authorize the Chair to execute second amendment with Mark Thomas & Company, Inc. for additional engineering services related to the replacement of the Porter Creek Bridge in the amount of \$20,410 for a total contract amount of \$533,325 with a term ending June 30, 2015. (First and Fourth Districts)

MISCELLANEOUS

21. Approval of Minutes – (A) Approve the Minutes of the Meeting of March 19, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Occidental County Sanitation District, Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Sonoma County Water Agency, South Park County Sanitation District and Board of Supervisors and (B) Approve the Minutes of the Meeting of March 19, 2013 for the Sonoma Valley County Sanitation District. (C) Approve the Minutes of the Meeting of March 26, 2013 for the following: Agricultural Preservation and Open Space District, Russian River County Sanitation District, Sonoma County Water Agency, and Board of Supervisors and (D) Approve the Minutes of the Meeting of March 26, 2013 for the Sonoma Valley County Sanitation District.

IV. REGULAR CALENDAR

(Items 22 through 25)

COUNTY ADMINISTRATOR / 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)

22. Adopt a Concurrent Resolution amending Salary Resolution 95-0926 to change deferred compensation benefits for Administrative Management, Department Heads, and the Board.

COMMUNITY DEVELOPMENT COMMISSION

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

23. **10:00 A.M.** – Conduct a public hearing and adopt a Resolution of the Sonoma County Community Development Commission, in its capacity as the governing body of the Sonoma County Housing Authority, approving the Sonoma County Public Housing Agency Annual Plan for the period of July 1, 2013 – June 30, 2014, and an amended Housing Choice Voucher Administrative Plan, and authorizing submission to the U.S. Department of Housing and Urban Development.

TRANSPORTATION AND PUBLIC WORKS

24. Receive presentation of the Final Draft Master Operations Agreement (MOA) for long-term development, operation and maintenance of County Solid Waste Facilities including the Central Landfill and County Transfer Stations located in Annapolis, Guerneville, Healdsburg, Sonoma and at the Central site. Accept Public Comment and provide direction to staff to return to the Board on April 23, 2013 for approval.

BOARD OF SUPERVISORS

25. Approve fee waiver of \$436 for agricultural permitting for True to Life Counseling Services' volunteer orchard replanting project on Gravenstein Highway North, Sebastopol. (Fifth District)

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: County of Sonoma v. Federal Housing Finance Agency, U.S. District Court No. 4:10-cv-03270-CW and United States Court of Appeals for the Ninth Circuit No. 12-16986 (Govt. Code Section 54956.9 (d)(1)).
27. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Initiation of Litigation – Name of Case: Filing of petition with State Water Resources Control Board for temporary urgency change in Sonoma County Water Agency’s water rights permits (Govt. Code Section 54956.9(c)).
28. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Title: Agricultural Commissioner (Govt. Code Section 54957).
29. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Title: Department of Health Services Director (Govt. Code Section 54957).
30. The Board of Supervisors will consider the following in closed session: Public Employee Appointment: Public Defender (Govt. Code Section 54957).
31. The Board of Supervisors will consider the following in closed session: Public Employee Appointment: Permit and Resource Management Department Head (Govt. Code Section 54957).
32. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

VI. REGULAR AFTERNOON CALENDAR

(Items 33 through 37)

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

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

HEALTH SERVICES

36. **2:10 P.M.** – Receive report on Sonoma County Implementation of the Patient Protection and Affordable Care Act.
37. **ADJOURNMENTS**

PLEASE NOTE:

THE FOLLOWING HEARING WILL BE CONTINUED TO A FUTURE DATE

PERMIT AND RESOURCE MANAGEMENT

2:10 P.M. – CPH12-0004 - (FIFTH DISTRICT)

- APPLICANT: State of California Department of Parks and Recreation
- LOCATION: 14 locations on the Sonoma Coast
- ASSESSOR'S PARCEL NO.: 109-030-006; 109-140-011; 099-040-002 and -004; 099-050-006; 099-060-001; 101-110-004; 101-040-003; 100-020-003; 100-010-007
- ENVIRONMENTAL DOCUMENT: Categorical Exemption
- REQUEST: Conduct a public hearing and consider the Board of Zoning Adjustment's decision on a coastal permit to deny the request by the State of California to install signage and fee collection devices known as Iron Rangers for the purpose of collecting fees at 14 locations along the Sonoma Coast. At the conclusion of this hearing, the Board may straw vote on actions, directing staff to return with the appropriate resolution for final action.

NOTE: The next regular meeting will be held on April 16, 2013 at 8:30 a.m.

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

- April 23rd (PM) – Consolidated Fee Hearings
- May 7th (PM) – ZCE12-0009; Request for a Zone Change, 1900 Flora Marie Lane, Healdsburg
- May 21st (AM) – Sanitation Zones & District Prop 218 Hearing



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 Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor Efren Carrillo

Fifth

Title: Gold Resolution

Recommended Actions:

Approve Approve Gold Resolution for Jennifer Hernandez as Boys and Girls Club Sonoma County Youth of the Year 2013. (Countywide)

Executive Summary:

n/a

Prior Board Actions:

n/a

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

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):			
none			
Attachments:			
Gold Resolution			
Related Items “On File” with the Clerk of the Board:			
n/a			



County of Sonoma
State of California

Date: April 9, 2013

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Congratulating Jennifer Hernandez On Her selection As Central Sonoma County Boys & Girls
Club Youth Of The Year 2012-2013**

Whereas, Jennifer Hernandez has been chosen as Youth of the Year for the Boys & Girls Clubs of Central Sonoma County for her extraordinary accomplishments and abilities; and

Whereas, Jennifer has been selected as a finalist in the California Youth of the Year competition – Youth of the Year is the highest honor that a Boys & Girls Club member can receive; and

Whereas, Jennifer Hernandez is a community advocate, scholar athlete, member of AVID, and participated in both the Miss Sonoma County pageant and the Town of Windsor’s application for “100 Best Communities for Youth” award application; and

Whereas, In her time with the Boys & Girls Club, Jennifer has displayed exceptional dedication to academic success in school, and to her family, friends, and Club service. She has been a wonderful role model and inspiration to younger Club members.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma congratulates Jennifer Hernandez on being named Youth of the Year by the Central Sonoma County Boys & Girls Club and wishes her great success in the statewide, regional, and national Youth of the Year competition.

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: County of Sonoma Board of Supervisors

Board Agenda Date: April 9, 2013

Vote Requirement: No Vote Required

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number:

Christina Cramer, 707-565-2988

Supervisorial District(s):

3rd, 4th, and 5th

Title: Recognition of the 2012-20123 Junior Commissioners - Commission on the Status of Women

Recommended Actions:

Adopt Gold Resolutions commending twelve high school students for their participation as Junior Commissioners of the Commission on the Status of Women.

Executive Summary:

Background: In 1994 the Commission on the Status of Women developed the Junior Commissioner Project as a leadership program for high school students age 14 to 18. The Project was designed to provide Junior Commissioners with opportunities to enhance their leadership skills and learn about issues regarding women's equality and advocacy.

Junior Commissioners attend monthly meetings of the Junior Commission where they learn parliamentary procedure, how to take Minutes, and how to work as a team. They act as Liaisons at the regular monthly meetings of the Commission on the Status of Women (CSW) and provide the Commission with a perspective on issues of concern to the youth in our community.

In FY 2012-2013, twelve high school students participated in the Junior Commissioner Project. They are:

Students from the 3rd District –

Michelle Miller, 11th Grade, Maria Carrillo
Peggy Hsieh, 12th Grade, Montgomery
Maria Alamilla, 11th Grade, Sonoma Academy
Morgan Apostle, 11th Grade, Sonoma Academy
Madeline Dippel, 12th Grade, Maria Carrillo
Laura Luttringer, 11th Grade, Maria Carrillo

Students from the 4th District –

Paige Amormino, 10th Grade, Cardinal Newman
Brienne Logasa, 12th Grade, Windsor
Lelaina Beyer, 11th Grade, Cardinal Newman
Ivy Ziedrich, 12th Grade, Windsor

Students from the 5th District –
Angelica Lezama, 11th Grade 11, El Molino
Hanna Bauer, 12th Grade 12, El Molino

The Junior Commissioners participated in several projects during the year. An orientation, held on October 8, 2012, allowed Junior Commissioners to get to know each other, learn how to participate in and run meetings, and plan projects for the year. The Junior Commissioners had the opportunity to interact with female role models who participated on a Career Panel, February 4, 2013, and a Political Panel, April 8, 2013, held during their Junior Commissioner meetings. Junior Commissioners also assisted with several CSW events, including the third annual Women's History Month Awards Ceremony and Luncheon on Sunday, March 24, 2013, and a CSW sponsored Coalition on Saturday, January 26, 2013 where Sonoma County women's organizations came together to network and share resources. The Junior Commissioners also continued last years' efforts of 'Adopting A Room' at the YWCA Safe House by cleaning and refurbishing a bedroom to make it more welcoming to its clients.

As an integral part of the Project, Junior Commissioners learned how to conduct focus groups with their peers. Each Junior Commissioner chose a topic of interest to youth, collected input from their peers and presented a formal summary and written report of their findings to their elected officials and to County Supervisors and parents at their April reception. The focus group topics for 2012-2013 are:

- Gender Roles
- Student Athletes
- Teen Feminists
- Volunteering and Community Service Among Teens
- Health Education
- Teen Substance Use and Abuse
- Bullying in High School
- The Effects of Social Networking on Teenagers
- Teen Pregnancy
- Adolescent Perceptions of Rape

The written summaries are included in the accompanying "Voices of Sonoma County Youth" booklet.

The Commission on the Status of Women has received statewide and national recognition for its Junior Commissioner Project. This unique project provides an opportunity to encourage young students in Sonoma County to become active participants in their community and for Commissioners and County Supervisors to learn about current concerns and issues of young women in Sonoma County.

Prior Board Actions:

The Board has recognized the participants in the Junior Commissioner Project each year since 1996.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Recognizing and engaging young women in the community promotes Civic Service 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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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:

- 1) Individual Resolutions for each of the twelve Junior Commissioners.
- 2) "The Voices of Sonoma County Youth The Sonoma County Junior Commissioner Project 2012-2013" agenda and program for the April 8, 2013 meeting that includes: background on the Project's history, the 2012-2013 program, lists of the Junior Commissioners, panelists, Commissioners on the Commission on the Status of Women, and the final reports of this year's Junior Commissioner focus groups.

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



County of Sonoma
State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Ivy Ziedrich For Her Participation As A 2012-2013 Junior Commissioner Of The
Commission On The Status Of Women.**

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Ivy Ziedrich conducted a focus group of her peers on the topic "Adolescent Perception of Rape" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Ivy Ziedrich from Healdsburg as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Maria Alamilla For Her Participation As A 2012-2013 Junior Commissioner Of
The Commission On The Status Of Women.**

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Maria Alamilla conducted a focus group of her peers on the topic "Gender Roses" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Maria Alamilla from Santa Rosa as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Commending Paige Amormino For Her Participation As A 2012-2013 Junior Commissioner Of The Commission On The Status Of Women.

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Paige Amormino conducted a focus group of her peers on the topic "Female Student Athletes" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Paige Amormino from Windsor as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Morgan Apostle For Her Participation As A 2012-2013 Junior Commissioner Of
The Commission On The Status Of Women.**

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Morgan Apostle conducted a focus group of her peers on the topic "Teen Feminists" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Morgan Apostle from Santa Rosa as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Hanna Bauer For Her Participation As A 2012-2013 Junior Commissioner Of The
Commission On The Status Of Women.**

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Hanna Bauer conducted a focus group of her peers on the topic "Volunteering and Community Service among Teens" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Hanna Bauer from Sebastopol as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Lelaina Beyer For Her Participation As A 2012-2013 Junior Commissioner Of The
Commission On The Status Of Women.**

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Lelaina Beyer conducted a focus group of her peers on the topic "Health Education" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Lelaina Beyer from Healdsburg as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Madeline Dippel For Her Participation As A 2012-2013 Junior Commissioner Of
The Commission On The Status Of Women.**

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Madeline Dippel conducted a focus group of her peers on the topic "Teen Substance Use and Abuse" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Madeline Dippel from Santa Rosa as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Commending Peggy Hsieh For Her Participation As A 2012-2013 Junior Commissioner Of The Commission On The Status Of Women.

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Peggy Hsieh conducted a focus group of her peers on the topic "Bullying in High School" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Peggy Hsieh from Santa Rosa as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Angelica Lezama For Her Participation As A 2012-2013 Junior Commissioner Of
The Commission On The Status Of Women.**

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Angelica Lezama conducted a focus group of her peers on the topic "The Effects of Social Networking on Teens" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Angelica Lezama from Rio Nido as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Commending Brianne Logasa For Her Participation As A 2012-2013 Junior Commissioner Of The Commission On The Status Of Women.

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Brianne Logasa conducted a focus group of her peers on the topic "Adolescent Perception of Rape" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Brianne Logasa from Windsor as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Commending Laura Luttringer For Her Participation As A 2012-2013 Junior Commissioner Of The Commission On The Status Of Women.

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Laura Luttringer conducted a focus group of her peers on the topic "Teen Pregnancy" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Laura Luttringer from Santa Rosa as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Michelle Miller For Her Participation As A 2012-2013 Junior Commissioner Of
The Commission On The Status Of Women.**

Whereas, the Junior Commissioner Project was developed by the Commission on the Status of Women as a leadership project to provide high school students with opportunities to enhance their leadership skills and learn about issues related to women's equality and advocacy; and

Whereas, the Junior Commissioners attended regular monthly meetings of both the Commission on the Status of Women and the Junior Commission, where they were introduced to County government and the role of the women's commission as an advisory body to the Board of Supervisors on women's equality issues;

Whereas, twelve high school students contributed substantial time, ideas and energy serving as Junior Commissioners during 2012-2013 where they learned how to participate in and run meetings, who their elected officials are and how to contact them, and how to be active participants in their community; and

Whereas, the Junior Commissioners participated in the Sonoma County Coalition of Women's Organizations Forum where women meet to build support among women for the purpose of collaboration to identify target populations to link agency services for those in need, and

Whereas, the Junior Commissioners cleaned and installed new furnishings in their adopted room at the YWCA Safe House service project, and

Whereas, Michelle Miller conducted a focus group of her peers on the topic "Teen Pregnancy" and presented her findings thereon:

Now, Therefore, Be It Resolved that the Board of Supervisors commends the participation of Michelle Miller from Santa Rosa as a 2012-2013 Junior Commissioner of the Commission on the Status of Women and encourages her to continue working towards a future leadership role in the community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

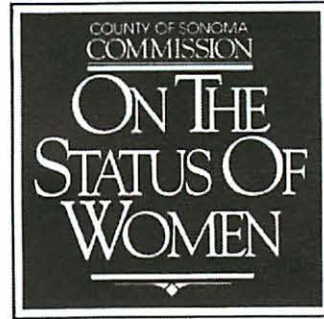
Ayes:

Noes:

Absent:

Abstain:

So Ordered.



The Voices of Sonoma County Youth

County of Sonoma
Junior Commissioner
Project
2012-2013

Table of Contents

➤ **Agenda**

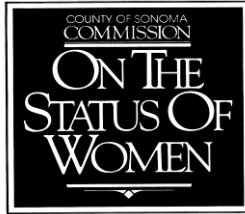
➤ **History of the Junior Commissioner Project**

➤ **The 2012-2013 Junior Commissioner Project**

- Background
- Participation Agreement
- Career Panelists
- Political Panelists
- Service Project
- 2012 – 13 Junior Commissioners
- 2012 – 13 Commission on the Status of Women

➤ **Focus Group Summaries**

- Maria (Lupita) Alamilla – Gender Roles
- Paige Amormino – Female Student Athletes
- Morgan Apostle – Teen Feminists
- Hanna Bauer – Volunteering and Community Service Among Teens
- Lelaina Beyer – Health Education
- Madeline Dippel – Teen Substance Use and Abuse
- Peggy Hsieh – Bullying in High School
- Angelica Lezama – The Effects of Social Networking on Teenagers
- Brianne Logasa and Ivy Ziedrich – Adolescent Perception of Rape
- Michelle Miller & Laura Luttringer – Teen Pregnancy



COMMISSION ON THE STATUS OF WOMEN
Junior Commissioner Project 2012-2013
Monday, April 8, 2013

AGENDA

- I. Welcome** Chair
- a. Roll Call Secretary
 - b. Acknowledgment of Commission Members, Parents, Guests Secretary
 - c. Review and Approval of April 8 Junior Commission Meeting Minutes Secretary
- II. Review of Junior Commissioner Projects: Career Panel, Service Project, Women's History Luncheon, Representation Event, CSW Coalition Event**
- III. Junior Commissioner Presentations (in alphabetical order by Junior Commissioner)**
Junior Commissioners will present their findings from focus groups held on issues affecting young women in Sonoma County. A questions and answer segment will follow the end of the presentations.
- Maria (Lupita) Alamilla – Gender Roles
 - Paige Amormino – Female Student Athletes
 - Morgan Apostle – Teen Feminists
 - Hanna Bauer – Volunteering and Community Service Among Teens
 - Lelaina Beyer – Health Education
 - Madeline Dippel – Teen Substance Use and Abuse
 - Peggy Hsieh – Bullying in High School
 - Angelica Lezama – The Effects of Social Networking on Teenagers
 - Brianne Logasa and Ivy Ziedrich – Adolescent Perception of Rape
 - Michelle Miller & Laura Luttringer – Teen Pregnancy
- IV. Panel Discussion–Women Political Officials**
- V. Announcements and Closing** Chair
- Board of Supervisors Meeting: Tuesday, April 9, 2013, 8:30 a.m.
575 Administration Drive, Room 100A, Santa Rosa
- VI. Meeting Adjournment** Chair
- VII. Reception**

History of the Junior Commissioner Project

In 1994, the Sonoma County Commission on the Status of Women developed the Junior Commissioner Project as a mentorship project to provide high school youth age 14 to 18 with an introduction to County government as well as an opportunity to enhance leadership skills by observing women leaders in our community. This nationally recognized project serves as a learning experience for high school students regarding issues of women's equity and advocacy. Each year, the project includes a series of activities and projects that allow the Junior Commissioners to:

- Actively participate in County government and take an active role in advocacy;
- Develop communication, facilitation and presentation skills;
- Learn about the issues that impact the lives of women and girls;
- Become empowered to make a positive impact on their communities;
- Foster their leadership skills; and,
- Strengthen their self-esteem.

2012-2013 Junior Commissioner Project

**By: Linda Kay Hale, Paulette Hall, Karlene Rebich,
and Priscilla Vivio, 2012-2013 Project Co-Chairs**

As part of this County-approved annual leadership program for high school youth, young people from throughout the County gain the opportunity to strengthen their leadership skills, learn more about advocacy and governmental processes, acquire knowledge about issues that impact their lives, and present that information in a formal setting. This year's group had the mission of leading independent focus groups to discuss topics of special interest to the Junior Commissioners.

The year's agenda began with written applications, followed by phone interviews conducted by the Project's Co-Chairs. Those chosen to participate were invited to an extended orientation. During this time, they were able to learn about the Commission and issues affecting young women, and how to conduct a public meeting using Robert's Rules of Order. They created their own guide for conduct and communication, and agreed to use these following guidelines in their interactions:

**Respect Each Other's Opinions ~~Add to the Conversation ~~~
Take Initiative ~~ Don't be Afraid to Speak Up ~~ Keep Confidentiality
Make Your Goal to Learn ~~ Be Honest and Original ~~
Be True to Your Words ~~ Promote the Junior Commissioners and CSW
Have Fun!!**

On October 8, 2012, the Junior Commissioners took the Oath of Office, making them Officers of the County of Sonoma for the duration of the 2012-2013 Junior Commissioner Project. This group of exceptional young people continued fulfilling their duties in leadership at their own meetings, as well as attending and participating in meetings of the Commission on the Status of Women where they observed Commission business, reported on their own Junior Commission business, and heard from representatives from the community who presented information on locally relevant issues, including Shaylene King of the Mean Girl Extinction Project and Julia Donoho, an attorney and architect. The Junior Commissioners also attended a panel of successful female professionals (below), who shared their experiences as women entering and working in their respective fields.

Career Panelists – February 4, 2013

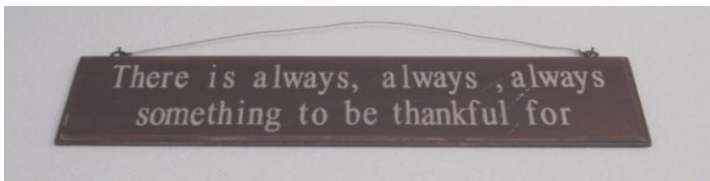
- **Detective Brenda Herrington, SR Police Dept.**
- **Helen Rudee, first woman elected to County of Sonoma Board of Supervisors**
- **Jessalyn Nash, Educator and Consultant in Restorative Justice**
- **Dr. Marisha Chilcott**
- **Monica Julian, Attorney with Foster Care System**

Political Panel – April 8, 2013

There will be a panel of professional women from an assortment of appointed or elected officials at the meeting who will tell the Junior Commissioners about how they were drawn into public service.

Junior Commissioner Projects

In 2010 the Junior Commissioners decided to add a service project to give back to their community. They chose to work with the YWCA and adopted a room at the Safe House (a shelter for victims of domestic violence) where the Junior Commissioners cleaned and decorated a bedroom to make it more inviting to those that need it. This year the Junior Commissioners continued this effort by returning to the YWCA Safe House and refurbishing their adopted room.



The Junior Commissioners also attended and assisted with several CSW (Commission on the Status of Women) events including: the CSW-hosted Women's History Luncheon "Women Honoring Women," which occurred in March in support of Women's History Month and where the CSW honored women leaders who have contributed to the lives of women in Sonoma County.



The Junior Commissioners also had the opportunity to meet their elected State representatives and/or their staff in their local offices. As the Junior Commissioners continued to learn about advocacy and organizing, they each held a focus group to collect data about a topic of interest. The Junior Commissioners analyzed their data, summarized their findings and conclusions, and turned their research into formal reports that were reported to their representatives and will be presented this evening. Finally, on April 9, 2013, the Junior Commissioners will be formally recognized by the Board of Supervisors for their work. It's been an excellent year for Sonoma County's Junior Commissioners!



The CSW-hosted Coalition meeting which encourages the sharing of resources, volunteers, and distribution lists among county women's organizations. The Juniors attended a CSW dinner where we were all able to get to know one another a little better.

Reflecting on Gender Equality

By Lupita Alamilla

Gender has always been an interesting concept to me. Last December I attended a Student Diversity Leadership Conference, where the participants explored all areas of diversity, including gender. We noted the differences between gender, which is more of a self-identifying concept, and sex, which is biological, based on your body, as well as analyzing some stereotypes assigned to a certain gender. I wanted to see how students at my school reacted to certain aspects concerning gender, too see how some views differed and if there was a need for improvement towards gender equality in our community.

I asked my school's diversity club, with a lot of different students varying from freshmen to seniors. I started off by asking the group of students "What are some qualities society assigns to a certain gender?" I asked for them to list certain qualities and some of the qualities they listed are as followed:

Men:

Strength, assertiveness, and can't show emotions

Women:

Docile, weak, bubbly, cheerful, beautiful, feminine

Hearing these answers, there was a certain consensus for these terms. There were no differing qualities that the students believe society assigns to a certain gender.

The next question I asked was what they thought of society's definitions of each gender? Some students said that the definitions were too rigid and limiting, but others did not feel limited by the definitions. The students agreed that the people of Sonoma County were pretty open to other ideas, and they were "extremely grateful" that they did not live in a more conservative area. The students kept steering the discussion towards women, noting that women's societal gender roles were a lot more prominent than men's gender roles. They also felt that there was a really large spectrum on how prominent gender roles are, depending on the area of focus.

I then asked the students "What are your thoughts on stereotypical jokes such as "women belong in the kitchen? Are they offensive or should they be brushed off?" Here, there was a variety of answers. Some students stated that "they find jokes about anyone extremely offensive" while others thought that the jokes are okay if it is received well from the audience. Some were caught because they said that "most jokes are offensive in some way, and acceptance depends on how open-minded the receiver of the joke is." Others said that "it's only a joke if both people are laughing" and all agreed it was best to be cautious with stereotypical jokes.

Our identity is very important to us; our identity helps define us. I asked the students how important their gender was to them? Was it a key part to defining him or her? There was again a consensus that while your gender is a part of who you are, it should not define you. Gender should not be a box that you have to conform to. I also asked the students if they have personally faced any inequality because of their gender? They were again, thankful to live in an open-minded community where they did not face inequality, yet started to reflect how in other places people treat women

like nothing and women are more vulnerable. When I asked if there was a similar issue for men, they agreed that men did not face as many inequalities, which was interesting to note, considering that the focus group consisted of both young men and women. It was quite interesting to see the students to take on both a local and global perspective on gender equality. They all agreed that they lived in an area that was very open-minded, while they saw how other places in the world there is a stark inequality between genders. Many of these students were aware of these inequalities, due partially to the humanities curriculum and partially from the extracurricular activities they are a part of, such as being in a club with partner schools. The students felt safe in the school environment they were in, and also felt safe in the communities they live in.

Female Student-Athletes, a Balance of Priorities

By Paige Amormino

Since the enactment of Title IX in 1972, the funding for and number of female athletic programs in high schools has increased drastically. In fact, a 2010 study conducted by the University of Michigan concluded that between the years 1990 and 2010, the percentage of female twelfth graders participating in athletic teams increased from 27.9% to 36.0% in the United States. Additionally, the National Federation of State High School Associations released a statistic stating that the number of girls in California's high schools participating in athletic activities was 316,241 in the 2010-2011 school year, which increased to 325,279 female athletes in the 2011-2012 school year.

Now, for the first time in our country's history, female student-athletes are becoming a prevalent and dominant force in the high school community. Consequently, these young women are presented with the challenge of being the trailblazers for female student-athletes for generations to come. Today's young women who are involved in athletics must explore unknown territories and try to solve the struggles which all female student-athletes face. These girls are defining what it means to be a female student-athlete in high school. They are the pioneers. Their frontier: balancing their priorities.

My focus group consisted of twenty-eight girls from the women's basketball program at my high school, Cardinal Newman. A small Catholic school known for its athletic as well as academic achievement, it is located in Santa Rosa, but has students attending that live all over Sonoma County. I surveyed a sample of girls from the freshmen, junior varsity, and varsity teams, and kept their identities anonymous. There were eight freshman team members participating in the focus group, along with nine of the junior varsity players, and eleven of the varsity players.

I began the survey with posing questions concerning the girls' priorities. When questioned whether they would be more likely to miss a practice for academic purposes, or cut short their studying or homework time to attend practice, only 15% answered that they would more likely miss practice for academics, whereas 85% of the girls thought that they would attend practice and cut short their studying. However, when asked whether academics should be a valid excuse to miss practice, an overwhelming 89% agreed while only 11% felt otherwise. Also contrary to the first question, when asked whether the players would be more disappointed with getting a bad grade on a quiz, or not getting to play in a game, 75% replied that they would be more disappointed with a bad quiz grade; only one in four girls said no playtime would be more disappointing.

In analyzing the first set of data, it can be observed that the female student-athletes' actions and tendencies are not consistent with their thoughts and viewpoints. Although the players hold academics in a higher esteem than athletics and regard it as a higher priority, their answers stating that they would more likely sacrifice their academics in order to attend practice are contradictory.

To find out why the girls' actions contradict their beliefs, I asked the group whether teachers and coaches should be more understanding and accommodating to those who miss academics for athletics or vice versa. Half of the girls felt teachers need to be more accommodating of athletics while the other half begged to differ. For coaches, however, an overwhelming 85% of girls felt

coaches need to be more accommodating to students prioritizing academics. The next question directly asked the player whether they had felt pressured by a coach to put athletics before academics; an astonishing 90% of the players responded they had.

By now it had become apparent that coaches, more than teachers, are responsible for the dilemma facing most female student-athletes. Teachers, however, were not completely without blame. Often an athlete is required to leave early from class in order to participate in a sporting event. At other times, students are required to miss practice for academic functions. The group was asked how well the teachers and coaches accommodate student-athletes in these situations. Here neither the teachers nor the coaches fared well. About two-thirds answered that both teachers and coaches provide little or no accommodations in these situations. As a result, student-athletes are penalized by not being allowed to play in games or make up missed assignments when their academic and athletic schedules conflict.

I concluded the survey by asking if the players thought that the coaches and teachers should work together better to accommodate student-athletes. 75% responded that the coaches and teachers could collaborate better in order to make being a student-athlete easier.

The idea of having the teachers and coaches work together highly resonated with the majority for the female student-athletes. The players have had difficulty trying to balance academics and athletics, because when one of these aspects needs more dedication at a given time, the other facet feels disregarded completely.

Female student-athletes have a dilemma concerning their uncertainties with their priorities. As the number of girls who value both their education and their athletics increases each year, so are the tensions between which aspire to hold in higher esteem. Striking a balance between athletics and academics was the female student-athletes' leading concern. Hopefully this focus group has illuminated this issue.

What Feminism Means

By Morgan Apostle

There are many common misconceptions around the topic of feminism today - especially among teenagers. For my project, I decided to discuss the meaning of feminism with girls at my school. First, I picked a focus group of girls that weren't in my school's Women's Discussion Group (essentially, feminism club). Then, I decided to talk with the Women's Discussion Group about the topic. I expected the answers to be drastically different, but to my surprise, a lot stayed standard across the board for almost every girl I talked to. The main problem I encountered is that lots of girls are simply confused about what feminism is, and what a feminist entails.

The answers I got with my first focus group were about the same as I expected. When asked if they considered themselves feminists, they either said no or that yes, they did consider themselves feminists but not "hard-core ones." I puzzled over this. What is a hard-core feminist?

My next question to them was what they think a feminist entails, and a few girls said that a feminist is somebody who goes to protests and strongly believes in equality with men. Part of their definition was specifically going to protests, which I found really interesting. I also asked if they think feminism has a negative connotation in society today. Most of them said yes, it does, and some pointed to men being intimidated as the reason. Others said that they themselves did not find feminists annoying, but that any activist who tries to force their opinions on you can be annoying. There is a negative stereotype of feminists doing this, so I was not surprised by that answer. The most interesting thing was when somebody appeared confused about what feminists believe in. While not one of my original questions, it was part of her answer to my "definition of a feminist" question. She said she was confused about what the definition of a feminist is, because there seems to be so many different levels of feminism. On one hand, there's the feminists who believes females should own their sexuality, and on the other side of the spectrum there's feminists who think women should reject sexuality. Clearly, this is the big difference between feminism and other human rights crusades. There's so many "feminisms" to choose from, and so many different types of feminist. Perhaps this is the reason why there seems to be so many misconceptions around the topic.

Every week, I lead my school's Women's Discussion Group and we talk about women's issues that are close to our hearts. We had talked about many of the questions I presented before, so I expected the answers to be very different. However, they were not all that different. When asked if they considered themselves feminists, many of the girls said not really, because while they believed in women's rights, they were not "hard-core feminists." They did not go to protests, they did not always stand up to sexist jokes when they knew they should, etc. Even in this group, girls seemed to feel unworthy of the title of "feminist." They saw feminists as superwomen, and did not think that they could live up to that standard. It was at this point that I realized that this was a major issue, as well - while there are many negative connotations around being a feminist, there's some overly positive ones, too. We cannot emphasize enough the importance of feminism, but the prototype of "feminist" has somehow been elevated to this unattainable Wonder Woman level. Most teenage girls simply feel unworthy, even girls who I always thought of as feminists. Our examples are Gloria Steinem, Hillary Clinton, Condoleezza Rice, Lilly Ledbetter - women that girls admire very much but

do not see themselves ever becoming. It's safe to assume that if we had more popularized examples of relatable feminism, more teenage girls might think of themselves as feminists.

Another topic brought up by that question was human rights in general. One girl said the reason she did not call herself a feminist was because she strongly believed in human rights for all, and did not want to limit herself to only one area of human rights. Another girl said that she did not like labels, and that we should all just believe in what we believe in. I had never thought of the issue presented in that light before, and it gave me new insight into the topic. Some girls are afraid that if they call themselves a feminist, they will be limiting themselves to one human rights issue only. Although I had never thought of the "label" that way before it is understandable that girls do not want to box themselves in. Truthfully, we are all still growing into ourselves as teenagers. Teenage girls want to explore their beliefs before giving themselves a label. One girl who did call herself a feminist expressed disappointment that feminism is most often considered somehow more illegitimate than other causes. She used the example of racism, and said that leaders of racial equality are praised as heroes (which they are) - but that more often than not, feminism is considered dead and feminists, annoying. This is an interesting point. Why is feminism considered dead? Is it simply because women can vote now? I believe that perhaps there is not enough education on the topic. Perhaps if children were educated as much about feminism as they were on the subjects of other human rights, things would be different. I remember learning about feminism in school as a child. We learned about how women got the vote, and that was it. It is safe to assume that a main problem in perception of feminism today is that many people, including women, limit their scope of the issue because of a lack of popular information.

Clearly, feminism is a very controversial topic. Every girl has a very different opinion and perception of it. From all these separate definition and opinions, we can surmise that the movement has gotten confusing for many girls. But one of the things that make feminism so personal is that there are such differing opinions on the subject - every feminist is different. Perhaps the very thing that makes feminism confusing for many is also what makes it appealing to others.

Volunteering and Community Service Among Teens by Hanna Bauer

As a senior in high school heading for a four-year university, there has been a lot of mounting pressure especially over the past couple years surrounding college applications. In a super-competitive college application process, students must do whatever possible to stand out in their applications. A major influential factor of the college application process is extra-curricular activities. These include all activities outside of school, and to be a competitor, an abundance of diverse extra-curricular activities is a must. Ever since I was young, I have always loved volunteering and giving back to the community, but now that I am in high school, it has gained a new level of significance among students planning on attending a four-year university. However, college admittance should not be the only reason why people choose to be active in their communities.

I thought it was important to look at a larger selection of the student body with educational goals across the spectrum. So, I focused my research and analysis mostly on the underclassmen at my school because their high school careers are just beginning, and it is in the early years when students have to start thinking about their futures and how they want to participate in the community. I held my focus groups in the Lab Biology classes at El Molino High School, which are generally made up of freshmen and sophomores that are at many different educational levels. Along with the two discussions we had, I also had the classes take a survey about how much they volunteer and participate in community service.

Initially, I was very surprised at how many students actually participated in community service. Forty-five percent of the students in these classes did any form of extracurricular activity outside of school. This number seemed shockingly low to me, but after researching some statistics I was reassured. A 2012 Child Trends survey showed that only about 33% of students volunteer at least once a month. The same survey also stated that there is a slight, but significant gender gap, with female students more likely to volunteer than males. This gap did not show in my focus group. A proportionally similar amount of male students were equally as active in their communities as females.

The discussions were focused mostly on people's reasons and incentives to volunteer. Of the students that did participate in extra-curricular activities, most stated that college admissions was a major determining factor, but it wasn't the most important. The most common reasons given were to "help others in need," "gain skills and experience," "explore new interests," and "meet cool new people." Students genuinely enjoyed volunteering, and many of those who did not volunteer wish they could but have conflicts - like jobs, sports, and transportation - preventing them from doing anything. Students felt that community service was worth it because of the experience of helping others, gaining skills, and challenging themselves. Many students also said that their parents were major forms of support because they help with organization, motivation, and transportation. However, without parental support, they also agreed that they would still try to volunteer as much as possible.

As a whole, the results of my focus group investigations were extremely favorable. Of the young people I surveyed at my high school, the amount that engaged in volunteer work was above the national average. Although the college application process tends to push students to be leaders in their communities, it was encouraging that resume-boosting was not the only incentive.

Health Education

How Much Do Students Actually Know?

By Lelaina Beyer

Nutrition is an important part of everyone's lifestyle. Creating smart eating habits as a teen and young adult will result in a life time of healthy decisions. Young children normally eat what their parents serve them but as they grow older, they begin to choose their own food at their school and at home. I held my focus group in the seventh and eighth grade classrooms of St. John's Catholic School (SJS) in Healdsburg and took a survey. The survey was multiple choice and there were thirteen questions. I took the survey before I taught them anything to see how much they knew about what they were eating and why they were eating it.

The classes at SJS were predominately white and from wealthy families with educated parents. My survey included questions about the basic building blocks of a healthy diet, like carbohydrates, proteins, and fats. I asked them what a carbohydrate was and 61% of the students answered it correctly. About 40% of the students said it was just a starch, which is close to the right answer, but still wrong. The correct answer is a starch and sugars. One of the tougher questions was the one asking what fiber is. Majority of the students said it is a protein; the correct answer is an indigestible carbohydrate, which only 36% got right. Some of the students did not even answer the question and instead wrote, "I don't know".

Other questions in my survey were about why your body needs these things. Almost 100% of the students knew that carbohydrates supply energy and protein builds and maintains body mass. That was easy; carbohydrates and proteins are emphasized by every coach and parent. A tougher question was why your body needs fat. A little over half of the students answered correctly, but some answered that your body does not need fat or they did not know why. This is a little concerning. The right kind of fat is an important part of a person's diet. Fat is in all cell membranes, hormones, and enzymes, and it helps with temperature control in the body. Another tough area for the students is why your body needs fiber. Fiber has no nutritional value but most of the students believed that helped your bones and muscle. Fiber does have health benefits though, like flushing out toxins, and less than 30% of the students got this question correct.

The last few questions I asked were about how much of everything your body needs. The answers were pretty scattered between choices. This is concerning because obesity in America comes from eating too much of the bad fats and carbohydrates, like refined sugars. It was interesting though because some of the students said that a person does not even need any fat in their diet. It is true that a person does not need saturated fats and trans fats but unsaturated fat is essential to a nutritious diet. Unsaturated fat is found in avocados and olive oil. Unsaturated fat can also help a person lower their cholesterol. About 75% of the students got the question about how much water they need to drink in a day correct. The answer is a minimum of 64 oz. a day. Some though said that the maximum is 64 oz. Water should be the main fluid that people drink in a day because it is in every cell and it is needed to flush out toxins.

The last question I asked is if a person can get all of these nutrients without meat or dairy products. Over half of the class answered no. I am disappointed by this because the answer is definitely yes. I am in fact a vegan. Some plants and nuts have just as much protein as meat and it has it without the dietary cholesterol. Dietary cholesterol sticks onto artery walls and if enough builds up, a heart attack or a stroke can occur. Meat and dairy products are such an integral part of America's culture but it does not need to be.

I was not able to go in and teach the class like I had intended to do so I made a packet of correct answers and explanations to give to them. I also gave them tips on how to get all of the nutrients they need for a healthy diet. I left my contact information in the packet and I have actually heard from a couple of students who had questions about nutrition.

No one got a perfect score on this survey and so no one is completely knowledgeable about their nutrition. Majority of the students, if not all, have access to healthy food and receive three meals a day. One can assume that children in poorer neighborhoods know even less. I did not receive any nutritional education until I was a freshman in high school at Ursuline. I think Cardinal Newman eliminated the class when the two schools combined and I do not know if any other high schools offer a health class. Nutrition is such an important part of a person's life and bad habits are hard to break. So if a child does not learn how to eat properly at a young age, then chances are that s/he never will eat well. Those habits will then be passed down to their children. If children learn at a young age what to eat and how much to eat then America might become a healthier nation.

Behind the Scenes: The Psychology of Teenage Drug and Alcohol Use

By Madeline Dippel

In the clandestine world of teenage drug and alcohol use lying is a must. Whether it's lying to parents, friends, or on surveys, it's difficult to get teenagers to admit what they're really up to when no one's watching. So in trying to ferret out what goes on behind the scenes in a teenager's life, I had to be careful in how I approached my focus group. Sure, if I only surveyed my friends it would be easy; they'd be honest, but then again my main friend group doesn't have anything to hide. What I really wanted to explore was the psychology behind those teenagers who party it up with alcohol and drugs, and for that I needed to get honest answers from a variety of different people- both users and non-users.

Wracking my brains, I spent a lot of time thinking about who exactly I wanted to test to best explore this subject. Pretty early on, I came to the conclusion that I wanted to test seniors since after four years of high school, seniors are the ones who would be most exposed to the sorts of drugs and alcohol that one can encounter. Seniors would be more likely to have older friends, older siblings and overall more firsthand and secondhand experience with the hidden world of teenage substance abuse. Besides, as a senior myself, it'd be interesting to see where exactly my class stood on the subject of drug and alcohol use.

Once that was decided upon, I looked over my schedule to see which of my senior classes would provide the most unbiased demographics of the school's population. Right off the bat I knew that my four AP classes wouldn't make the cut. Though advanced classes aren't necessarily indicative of lack of substance abuse, I figured that the majority would most likely be clean. Therefore, I turned my attention to my psychology and advocacy classes. Psychology, as an elective, had a nice mix of both primarily AP students and primarily academic students, making it a fairly neutral choice. Similar demographics were present in my advocacy class as well – a *mélange* of students on all academic levels.

Now rather than conducting a large group discussion which would lead to uncertain results (especially with the presence of a teacher), I decided that an anonymous survey would achieve the most accurate results. However, before handing out the survey, I made sure to explain the parameters of the study. I handed out each test individually and as I handed papers out, I repeated countless times that the survey I was handing out was going to be anonymous. I professed that even I didn't want to see who completed which survey, telling them to fold their papers up and slip them into my collection bag. Because I was of the same peer group as everyone who participated and I told them explicitly that no sort of authority figure would connect the results to them, I was able to establish an essential bond of trust with the participants of the survey. Each person who took the survey conveyed to me in words, a smile, or a glance of the eye that they would do their best to be honest. In fact the majority of participants were excited to take the survey because it took away from a bit of class time, which combined with all the precautions I took, gives me hope that the results I found are as accurate as my participants led me to believe.

As for this survey itself, I kept it short and to the point. There were three yes/ no questions, each followed by a multiple choice question that allowed subjects to circle each condition that applied to their answer to the previous yes/no question. This made the survey easy and impersonal,

hopefully increasing the odds of getting teenagers to respond honestly – a main concern when exploring the reasoning behind drug and alcohol use.

As stated earlier I kept the survey short, asking each participant only three main yes/no questions:

1. Have you ever felt pressured into doing drugs and alcohol?
2. Do you know people who have participated in drug and alcohol use.
3. Have you ever done drugs or alcohol yourself?

These three questions comprised the basic backbone of the survey. In order to delve into the reasons that teenagers resort to substance abuse, I felt it important to first establish how common substance abuse was among teenagers, and how pressured, on average, teenagers felt to engage in such activities. And even just from these three basic questions the results were a bit staggering. In total, 46% of students felt pressured to participate in the recreational use of drugs and alcohol. Of the people who had never done drugs or alcohol 30.76% felt pressured, and of those who had, 66.67% had. This shows that a large part of students are not only exposed to the usage of illegal substances on a regular basis, but that at some point or another most students feel compelled into taking part of such illicit activities. Furthermore, it was interesting to note that 100% of the students who took the survey claimed to know people that participated in drug and alcohol use, and 65% of these students claimed to be users themselves.

Though I wasn't quite expecting such a large volume of students to admit to participating in illicit activities, I was prepared for some somewhat shocking results, which is why I chose to focus on why people choose to engage in such activities, as opposed to just focusing on the number of average users at my high school. Now for this deeper exploration, there were three parts once again. The first explored exactly where this pressure to do drugs and alcohol is coming from. According to the survey, a large part of it, 66% of it came from the students' friend groups. I guess the common saying about choosing your friends wisely is applicable to this situation, since friends appear to be the main source of pressure by a large margin. The second group most likely to pressure someone into using drugs and alcohol, according to this survey, includes older peers and mentors. Through this group's added years and 'wisdom' it was able to pressure around 24% of the people who took this survey. Other than that however, the only remaining sizeable source of such pressure was from the media, accounting for 10% of the pressure students felt. However aside from these results, there were a few added surprises. One participant took advantage of the blank space offered, and stated that his/her mother pressured him/ her into drug and alcohol use, whether inadvertently or intentionally, I can't be sure. Though this is only a single case, I felt that it was relevant and insightful, given the influence that parents have on their children – especially at a young age. It, along with the rest of the results, displays the importance of having good older role models and friends in life to stay away from drugs and alcohol. Yet it should be noted that though peer pressure has an effect, the majority of people still were resistant to peer pressure – even though the much of this pressure came from close friends. This indicates that a large number of students are standing above the influence, something to be admired.

The next portion of the survey dealt with the participant's perceptions of those who used drugs and alcohols. I thought that the perceptions of why their friends and peers abuse substances would be powerful in creating the entire picture of drug and alcohol use. Additionally I thought

these perceptions would serve as an interesting comparison to the users' perceptions of their own consumption of drugs and alcohol. According to the responses provided, students perceive that their peers and friends engage in illicit activities because:

It's fun – 27%

Everyone else is doing it – 17%

It helps them deal with their problems- 17%

It's relaxing – 22%

Curiosity – 17%

In comparison users reported that they use alcohol and drugs themselves because:

It's fun – 43%

Everyone else is doing it – 6%

It helps me deal with my problems – 9%

It's relaxing – 19%

Curiosity – 23 %

The differences and similarities between these two sets of data really caught my attention. There were many more teenagers who reported using 'for fun' than was perceived by both users and non-users alike. Even users only perceived other users to 'use' out of mere amusement 32% of the time, still pretty far off from the 43% they themselves reported. Also interesting was the high numbers of people who thought others did drugs out of peer pressure and to deal with their own psychological and emotional problems. Non users thought around 20% of users used because they had problems, and even users thought that 16% of their friends consumed drugs and alcohol due to other psychological and emotional issues. This indicates that either the users are lying to themselves about their motivations for using, or that the negative connotation drugs have in society makes others think that generally only 'problem' kids do drugs and alcohol. In regards to the disparity between those who reported doing drugs and alcohol to fit in and the number of people who were estimated to use just to fit in, the reasons behind this disparity are just as ambiguous. The difference could stem from the users' dishonesty with themselves, or potentially the fact that people perceive their peers in a negative light, automatically thinking that a lot of substance abusers are just hopping aboard the substance abuse train to feel accepted. In contrast however, the stress and curiosity categories remained generally the same across the board. Though users attributed their using to curiosity more often than was perceived by others, there wasn't a big enough difference for it to be considered a real disparity. This is significant in the fact that it shows that only certain categories warranted a large difference between the outside and internal perceptions of the psychology behind substance abuse. For example, it demonstrates that there may be denial within users themselves – they don't want to see their using as something to cover up their problems or to be accepted by their peers. Instead, they'd want to be seen as doing drugs and alcohol purely for the fun of it, a possible reason why many more reported using for the fun of it, than perceived. However with more neutral reasons like distressing and curiosity, the numbers stay relatively the same.

Besides the differences between the two sets of statistics, I found the answers from alcohol and drug users themselves alone to be quite interesting. Predictably enough there was a large amount of people who reported to do drugs and alcohol out of curiosity and fun, around 66%. I felt like these two are merely exhibitions of normal teenage, rebellious behavior present throughout the ages. Though of course, these could also be regarded as the more 'safe' answers for any participants who could have been in denial about the reasons behind their usage. However the number of users who admitted to using drugs and alcohol because they found it relaxing and a good way to deal with their problems, was a bit more troubling. The fact that 28% of students seek out drugs and alcohol as a way to escape suggests some unfortunate things about today's teenagers. The fact that students feel so stressed out and pressured by school and society that the only way they can relax and deal with their issues is with illicit substances demonstrates a lot about the detrimental effects of society on today's teenagers. Of course teenagers have always turned to drugs and alcohol for a variety of reasons, including these more problematic ones. Regardless, this 28% could be tackled by students, with means other than illicit substances. Counseling, whether peer or professional, would be a better mode for students to deal with their problems. And the same thing could be said for those students who feel the need to do drugs and alcohol in order to relax. I'm not going to attempt to say that I have the answers for how to address these sorts of problems, but at the same time I feel like these are two reasons behind substance abuse that can be remedied. The need for good emotional and psychological health can surely be handled in a safer, healthier way than through usage of drugs and alcohol

And with that said, I think it's clear that the results of the survey provide a great deal of insight into the hidden world of teenage drug and alcohol use. From the data, it's evident that there are about as many drug and alcohol users as there have ever been, but at the same time, the statistics presented in this paper go much deeper than just the simple number of users versus non-users. The overall reasoning and psychology behind the drug and alcohol use of today's teens has been presented and analyzed in full, providing a picture of what it means to be a teenager exposed to the clandestine world of substance abuse. The reasons are diverse and individualized, but when coupled together, they tell a story about the lives of teenagers and what drugs and alcohol mean to them. Whether for amusement, curiosity, or relaxing, this is the psychology behind the scenes of teenage substance abuse.

Bullying in High School by Peggy Hsieh

What is bullying? How does it affect teenagers? How can people help? These were the questions I wanted answers to when I began my study on bullying. I became inspired to make bullying my focus group topic after I attended the Sonoma county Coalition of Women's Organizations and I heard Shaylene King speak. Ms. King is the CEO of The Mean Girl Extinction Project. She is trying to promote an anti-bullying campaign, with an emphasis on girl bullying. Her shocking stories about bullying struck me. I realized that even though anti-bullying is often discussed in schools, no significant progress has been made. In school, "Stop bullying," has almost become cliché that I believe the message loses its power.

I am an International Baccalaureate (IB) diploma candidate at my school. This means I take all the higher-level courses, and I only interact with other IB students. As a result, I discovered that I rarely see bullying, so I wanted to know what it was like for people outside my social circle. I conducted my focus group in my IB Theory of Knowledge class because, out of all my classes, it included the greatest variety of students. However, this was a senior-only class. Yet, with only about fifteen students in the class, we were all comfortable with each other, which led to more discussion; the discussion felt more like a community therapy session. During my discussion, a friend of mine took notes along with me. My focus group spanned over three class periods.

Coincidentally, my school had a cyber-bullying assembly the week before I held my focus group discussion. I did not attend it because it was not mandatory. Thus, I began my discussion by asking my classmates what happened at the assembly. According to them, there were bullying stories, a demonstration, an activity, and a lottery. Also, there were banners with words on them such as "diversity." To my surprise, the overall attitude towards this assembly was negative. They told me the entire assembly was unhelpful. First, they criticized the activity of grouping everyone together. The purpose of that activity was to break up cliques and prove that people in other cliques are not that different. However, my classmates thought the categories did not support their anti-bullying message. Instead of forming groups with the same hair color, they thought the hosts should have said, "Get in a group if you have had a loved one die." Yet, that may have been a sensitive topic. This links to another problem my classmates discussed. Bullying assemblies are ineffective because the population is too large, it is highly informal, and people feel uncomfortable. They suggested that they should be replaced by classroom discussions with plenty of personal interaction. Ironically, they stated that bullying took place during the assembly. Apparently, people were afraid to participate out of fear of being judged by the entire school; their actions could lead to future bullying. Lastly, my classmates thought the lottery took away the anti-bullying message. Instead, it gave the impression of, "Don't be a bully and win prizes!" Overall, an effective method for dealing with bullying would be mini bullying discussions in smaller groups.

Next, I asked them what bullying is like at Montgomery. They claimed a low percentage of bullying occurs at school. Most bullying takes place outside of school or on the internet. They shared various forms of bullying. This ranged from loud whispering to loud insulting comments. Furthermore, they distinguished between cyber-bullying and bullying at school. They thought cyber-bullying was much more common because it is easier to type out hurtful comments without confronting anyone. In fact, cyber-bullying adds on to bullying at school. Furthermore, they added that people may not stand up for themselves or others out of fear of getting in trouble. They

thought if the school could guarantee there would be no negative consequences for responding to the bullying, more people would take a stand.

However, bullying and cyber-bullying are both discreet now. This “modern form of bullying” is difficult to identify. Is it bullying and joking? Bullying or overreaction? Bullying or girl drama? Unfortunately, we were unable to come up with clear definitive answers. In fact, we realized that even bullies do not always recognize that they are bullying someone. Outright bullying (with physical violence) is rare at our school. On the other hand, one classmate shared a story about how her little brother was bullied in elementary school. To everyone’s surprise, she began crying as she described it. She thought bullying in elementary school was an enormous problem because children are easily hurt. Furthermore, children do not try to mask their meanness. My classmates all agreed that anti-bullying education should target young children because they are easily swayed. Moreover, my classmates explained that kids are losing respect for elders, leading to a loss of respect for peers. In addition, video games, social media, and mass media can contribute to bullying behavior.

Then the discussion turned to the application of theory of knowledge ideas. We determined that in order to recognize bullying, reasoning and emotion are the best judges. For instance, a person could mistake a misunderstanding as bullying; a person’s emotions can be flawed and cause overreaction. However, if someone’s comment makes one feel terrible, then the only person who can recognize the bullying is that person that feels it. In addition, sometimes a best friend or family member could recognize bullying because bullying emotionally affects the bullied person’s loved ones too. An example of this is my classmate that cried when she described how her brother was bullied.

Lastly, we discussed signs that someone is being bullied and other bullying statistics. I researched information of both and asked my classmates for their thoughts and opinions. They said that those signs, such as “declining interest in school or after school activities,” could indicate other problems. They concluded that bullying is a wide category that takes different forms. Every case is unique and no list can cover it. They even said, “It is not even productive to try to come up with a list.”

After I conducted my focus group, I did a mini survey on badminton team players and my IB Biology II class. In total, I surveyed 16 girls and 7 boys. 13 were juniors and 10 were seniors. Besides asking for their gender and grade, I had two other questions. For one, I asked them to rank 9 possible causes of bullying I found on the internet in order of most likely cause to least likely cause. The nine were: diet/weight, video games, war/violence around you, domestic abuse/neglectful parents, school policies, anger management, previously victimized, racism, and other. My second question was “Have you ever bullied someone and why?” Then I compared boys’ and girls’ answers. Interestingly, boys thought the most likely causes were racism and previously victimized, while girls thought they were domestic abuse/neglectful parents and previously victimized. Both agreed that diet/weight was another likely cause. Also, school policies were the least likely cause, suggesting that schools effectively discourage bullying. They thought war/violence around them was an unlikely cause too. Next, 3 boys and 8 girls claimed they never bullied anyone. The remaining people all had varying reasons, including peer pressure, fun, jealousy, and revenge. Overall, the results could suggest areas to focus on to prevent bullying.

Lastly, I began further research on bullying with the help of my classmates. I discovered many other anti-bullying efforts. This includes the To This Day Project's video on YouTube (an animated poem explaining the negative effects of bullying) and the movie *Bully* (recently released). The video game "Bully" by Rockstar Games was interesting; the player is a "troubled schoolboy" that must confront bullying from other kids and teachers. However, I am not sure a video game is effective in condemning bullying or promoting vengeance.

To conclude, bullying at Montgomery is not an enormous problem. Bullying nowadays is subtle and difficult to recognize. It mostly occurs outside of our school on the internet. There is no simple solution, but close interactions between teachers and students could help. Through my discussion, I realized that bullying is something high school students need to talk about, but they never had the opportunity. I had initially planned for a half hour discussion, but my classmates talked so much it became a three hour discussion. They even helped me with my research and actively participated in my discussion. Yet, even though some consider bullying an overly discussed topic, it has not been resolved. Overall, bullying is a problem that needs to be confronted, not ignored or brushed aside.

The Effects of Social Networking on Teenagers

By Angelica Lezama

In today's society Facebook is the dominant social network in the world with over 850 million users who use it to connect with friends, advertise, or to play games. Although many teens in the community find this type of social network undisruptive, it can be very harmful if not used in the correct ways. The main reason why I chose to do my focus group on how social networks affect teenagers is because in the previous months two friends my got into an argument because of a post on Facebook. This led them to be suspended from school for about four days. The issues didn't end there. When they were at home they would send disrespectful messages and hurt each other emotionally. Unfortunately to this day they haven't spoken to each other since. Another reason why I wanted to know my peers' perspective on this issue is because from my experience Facebook is an addicting and risky environment, not only did my grades decrease while being on this social network, but I was also encountering by men that were older than me sending me improper messages.

When I conducted a survey in a room of thirty two students from all grade levels it was proven that Facebook is the most common social network being used by my peers. Another aspect that astonished me was the time teenagers spent on Facebook rather than doing productive activities. On average a teen girl spends 3 hours a day and a teen boy spends 2 hours a day, not including the weekend on Facebook. When I posed the question, "Would you accept an individual's friend request even if you don't know anything about him/her?" The majority of the freshman and sophomore students answered yes. One of the boys said, "It depends on the pictures," meaning that teenagers are accepting people based on their physical appearance. It surprised me that the junior and senior girls said they wouldn't accept them unless they "knew more information about them." Although this response sounded settled it's still harmful making a decision to create a "friendship" based on age, location, and work place.

One of the last things discussed in the focus group was their willingness to deactivate their Facebook account in order to stay safe and actually have more time to focus on some other activities such as practicing a sport or finishing their homework early. Most of their responses were, "No, it's too hard". In this moment I realized that most of my peers felt that if they were off of a social network they were being isolated from society, it was taking away their voice!

Overall the main issues that teens deal with when being exposed to social networks are spending too much time and being harmed emotionally by texts coming from other students. I think teens should be educated about safety in social networks. Although there is a page on Facebook which guides you through the steps that users can take to be safe on Facebook, many teenagers don't take the time to even read them and ignore the fact that they can have healthy relationships and make Facebook a more pleasant experience for all.

Teenage Pregnancy

By Michelle Miller and Laura Luttringer

For our focus group, we decided to tackle the controversial topic that is teen pregnancy and teen mothers. Understanding that it is a very sensitive issue, we figured that the only class we could interview was our AP Language and Composition class because they were the only group that could handle the discussion and answer honestly.

We first had them answer an eight-question survey, asking their age and gender and various questions that we thought were impertinent to the topic. We compared the answers of boys, the answers of girls and the overall responses.

Our age group ranged from fifteen to seventeen-years-old, and there were thirteen boys and fifteen girls. We asked:

1. Do you think Teen Pregnancy is an issue?

Male results: 92% said YES

Female results: 87% said YES

Overall results: 93% said YES

2. Are teenagers adequately informed on Safe Sex?

Male results: 100% said YES

Female results: 60% said YES

Overall results: 88% said YES

3. Should Birth Control be available to everyone?

Male results: 100% said YES

Female results: 100% said YES

Overall results: 100% said YES

4. Should Abortion be available to everyone?

Male results: 54% said YES

Female results: 93% said YES

Overall results: 75% said YES

5. Does our Society do enough for Teen Mothers?

Male results: 31% said YES

Female results: 60% said YES

Overall results: 46% said YES

6. Do you think Teen Mothers get enough respect from our Society?

Male results: 100% said NO

Female results: 87% said NO

Overall results: 92% said NO

We thought this data was interesting even though it pretty much was what we expected, with a few surprises. We were very taken aback when we noticed that only 31% of males thought that teen mothers got enough support from society versus the 60% of females. Also we were surprised by the fact that there were two females who believed that young moms were given enough respect from society. If anyone was going to answer “yes” to that question, we expected that the males would answer, seeing that females would normally be more sympathetic to fellow women.

There were also a few very predictable answers from the survey. Overall 100% of the group supported birth control being available to everyone. But the males were almost split over abortion, whereas the females strongly favored having that choice.

After the survey, we, as a class, discussed many aspects of teen pregnancy, especially the influence the media has over society’s perception of teen mothers. Television shows such as “Teen Mom” and “Sixteen & Pregnant” were a very debated topic; some people said these shows glorify teen pregnancy, putting these girls on the “famous” platform on their own reality show, and others thought that it reflected negatively on their cast members, showing how screwed up their lives actually are. But we eventually came to the conclusion that the media presents a completely skewed view of what parenting as a teenager is like. As one student put it, “the producers simply show the exciting parts of the girl’s lives, and they choose girls based off of whether or not they are “interesting”; they are trying to get as many viewers as possible. Girls who are drug addicts are going to be more entertaining than a normal girl whose parents forced her to keep the baby”. We thought that this was a really good point, and realized that this notion needs to be kept in mind when viewing the show. This also brought up the issue that there is a possibility that young girls have unprotected sexual intercourse so they can be on a television program and “get famous”. Everyone in our class agreed that this was a disgusting way to become known, and that it is horribly sad to know someone who would put themselves through that just for money and attention.

This led to the question of why adolescent girls wish to attract such negative attention, and how do they get away with it. Most people blamed the over-sexualization of children in (of course) the media. Pre-pubescent girls are now being offered extremely padded bras and thong underwear. Appalled, we thought that children want to be more grown up, and now with television dramas and reality shows (where it seems that at least one teenage girl has to get pregnant at one point) they are called to be sexy and attractive. Twelve-year-old girls want to be sexually appealing, even though they hardly understand what sex actually is. For example, one of our classmates gave the example of her thirteen-year-old neighbor who walks her dog in a sports bra and spandex shorts, but only when the house of college-aged men down the street is out on the driveway fixing motorcycles. This child is trying to get attention from adult males, who, in fact, most likely don’t find her attractive at all. This is disgusting behavior, and children should not be allowed to exhibit it.

Conclusively, our class decided that the greatest thing America could do for our youth is to stop sexualizing young women and remove teen pregnancy from television, or at least develop the option of abortion or adoption. We need to educate students more thoroughly on safe sex, and the options there are if one does become pregnant. Teen Pregnancy is an issue that is far too prevalent and far too glorified by our media, making it so much different than it actually is.

Adolescent Perceptions of Rape

By Ivy Ziedrich and Brianne Logasa

The feminist movement originated from the brilliant idea that women are not canvases to improve as we age, objects or plot devices in the grander scheme of the male world, or conquests of any kind. Feminists fought for the legal rights that all women now benefit from in the U.S., and though the battle is not over, life has improved. It was the recognition that improvements must still be made that led to JFK's creation of the Presidential Commission of the Status of Women, and later, similar commissions in the UN, abroad, and even here in Sonoma County.

A 1978 study with over 400 Los Angeles 14-18 year-old teenagers asked the following question:

"Under what circumstances is it OK for a guy to hold a girl down and force her to have sexual intercourse?" 72% of respondents initially said it would be unacceptable under any circumstances, but when presented with specific scenarios in which the woman refuses to have sex, a mere 21% of teenagers responded in the same manner. (Goodchilds and Zellman 1984).

Another study from 1988 of 1700 11-14 year-olds saw that 76% of the boys and 56% of the girls believed that forced sex is acceptable under some circumstances, including scenarios in which the man spent a lot of money on the woman, the man and woman were married, they had been dating for a period of time, etc. (Parrot, Andrea, and Laurie Bechhofer. Acquaintance Rape: The Hidden Crime.)

Both of these studies suggest a common conclusion: rape is still seen as acceptable. What each study also suggests is that it's accepted even by those who claim to believe otherwise and more so by boys than girls. Because of the social progress made since these original surveys, we modeled our study after them both with a goal to evaluate the progress made by our predecessors in the fight for equality and to gauge the battle left to us.

In a survey of 524 high school students of ages 15 and 16, we asked the following questions:

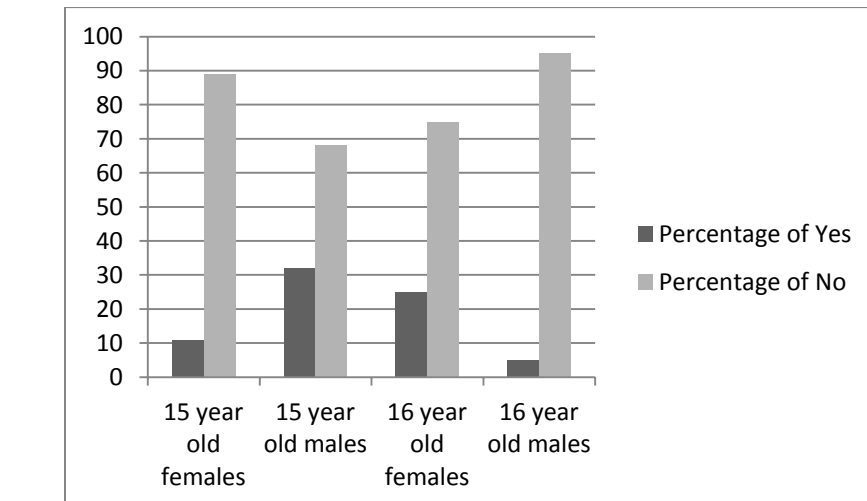
1. Is it acceptable for a guy to hold a girl down and force her to have sexual intercourse? (Yes / No)
2. Under which of the following circumstances is it okay for a guy to hold a girl down and force her to have sexual intercourse? (Circle)
 - a. If the man spent a lot of money on the woman
 - b. If the woman "led him on"
 - c. If the woman sexually excited the man
 - d. If the woman has had past sexual experience
 - e. If the man and woman have been dating for more than six months
 - f. If the man and woman are married
3. Under what other circumstances is it okay for a guy to hold a girl down and force her to have sexual intercourse? (Short reply)

In our analysis of the data, we stratified the results by age and gender, which illuminated several key points of interest.

Question	Response	15 y/o girls	15 y/o boys	16 y/o girls	16 y/o boys
Q1	Yes	0	3	0	6
	No	100	97	100	94
Q2	a	2	3	0	0
	b	4	14	14	11
	c	0	5	4	0
	d	0	0	0	5
	e	2	8	7	5
	f	11	32	25	5
Q3	Other	4	8	0	5
Any circumstance circled or listed		15	44	36	17

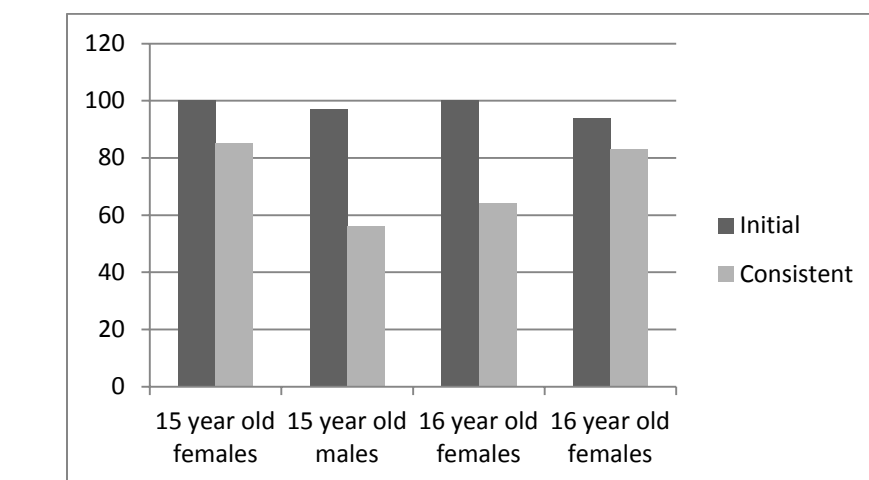
While each scenario was found acceptable by at least 2% of any given group, the most frequently validated circumstance of rape was in a marital context. Until 1976, marital rape was in fact legal in every state of the U.S. Burgeoning progressive domestic social policy has changed that reality. However, even despite the classification of marital rape as an international crime in accordance to the U.N. General Assembly, many states do not consider marital rape as a serious crime. Neither do high school students, as our data clearly exposed. In fact, 32% of 15 year old boys found marital rape to be an acceptable activity.

Figure 1: Is it okay for a guy to hold a girl down and force her to have sexual intercourse if the man and woman are married?



Also interesting—and rather telling of the social climate in which teens are cultured—were our findings of inconsistency between the subjects’ initial responses regarding the acceptability of rape in general and their later, contrary responses, when approached with specific scenarios. The presence of inconsistency at all points to one conclusion: while students are told that “rape is wrong,” the reality of those words is oftentimes misunderstood or ignored. With that in mind, students proceed to regurgitate the message that “rape is wrong,” yet later admit that may not be the case. Whether this stems from a misunderstanding of the definition of rape or rather, the consequences and impacts of it, the result is the same: the presence of rapists in our society. The inconsistencies of the sample size as a whole were not as incredible as those in the 1978 study which we modeled this portion of our study after; however, our stratification of the data by age and gender suggested broader societal issues regarding sexuality and rape.

Figure 2: % age of preliminary responses that rape is never acceptable vs. Consistent refusal to list acceptable circumstances



In 15 year-olds, girls were less likely than boys to change their answers or to justify any given scenario of rape at all. This makes sense, as girls are more often subjects of rape and better relate to the experience and consequences of it. However, this trend reversed itself in the group of 16 year-olds. While boys were more likely at a younger age to deem instances of rape acceptable, girls were more likely to do so at an older age.

These conclusions are hardly surprising given the way that many aspects of society, especially media, treat female bodies as a public commodity—girls begin to believe that such treatment is not just acceptable, but advantageous. When one is cultured to believe that sexuality is the strongest determinant of social worth, a strong sense of self-ownership is assumed to be unattractive and ultimately, a poor strategy in raising one’s social standing, which is the primary goal of much adolescent behavior.

In addressing the persistent issue of rape as an ongoing struggle in society, education is an essential tool to debunk misconceptions about rape, but we must also look to the socialization of our teens in America. The harmful images and perceptions of self-worth that society impresses upon individuals through objectification, underrepresentation and political subjugation have tangible consequences that not only endanger the female gender, but individual students walking the halls of their schools.

2012-2013 Junior Commissioners

Maria (Lupita) Alamilla - 3rd District

Paige Amormino - 4th District

Morgan Apostle - 3rd District

Hanna Bauer - 5th District

Lelaina Beyer - 4th District

Madeline Dippel - 3rd District

Peggy Hsieh - 3rd District

Angelica Lezama - 5th District

Brianne Logasa - 4th District

Laura Luttringer - 3rd District

Michelle Miller - 3rd District

Ivy Ziedrich - 4th District

Project Support

Linda Kay Hale - Project Co-Chair/Commissioner 1st District

Paulette Hall - Project Co-Chair/Commissioner 5th District

Karlene Rebich - Project Co-Chair/Commissioner 4th District

Priscilla Vivio - Project Co-Chair/Commissioner 1st District

Mary Basham - Commissioner - 3rd District

Laurie Marincik - Commission Staff

2012-2013 Commission on the Status of Women

Mary Basham - 3rd District

Alicia Kae Herries, Officer-at Large-2nd District

Linda Kay Hale - 1st District

Paulette Hall - 5th District

Jan Kiely, Chair - 4th District

Aisha Morgan - 3rd District

Daniela Pavone - 1st District

Karlene Rebich - 4th District

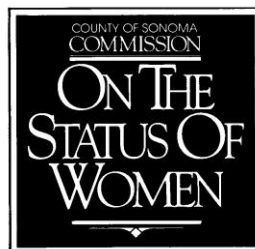
Doris Reyes - 3rd District

Donna Roper - 5th District

Priscilla Vivio, Vice-Chair - 1st District

Karen Wallace - 4th District

Cindy Williams - 2nd District





County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 9, 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: Gold Resolution

Recommended Actions:

Gold Resolution Recognizing April 2013 as "Sexual Assault Awareness Month."

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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: April 9, 2013

Resolution Number: _____

4/5 Vote Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOGNIZING APRIL 2013 AS “SEXUAL ASSAULT AWARENESS MONTH”

Whereas, the United States Government has declared April as “Sexual Assault Awareness Month”; and

Whereas, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence remains an intolerable violent crime with public health implications for every person in Sonoma County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

Whereas, The World Health Organization and the United States Centers for Disease Control and Prevention have identified sexual assault as a significant, costly and preventable health issue; and

Whereas, rape, sexual assault and human sex trafficking impacts women, children, and men of all racial, cultural, and economic backgrounds, any of whom can and do experience acquaintance rape, stranger rape, sexual assault by an intimate partner, gang rape, incest, stalking, serial rape, ritual abuse, sexual harassment, child sexual molestation, prostitution, and pornography; and

Whereas, no one person, organization, agency or community can eliminate sexual assault on their own—we must work together to educate our entire population about what can be done to prevent sexual assault, support victim/survivors and their significant others, and ensure that victim/survivors are not re-victimized; and

Whereas, Sexual Assault Awareness Month is also meant to encourage public education and public discourse that leads to full public competence in speaking out against sexual violence, counteracting the reality that many in today’s society remain disturbingly uninformed with respect to issues of sexual violence; and

Whereas, the importance of these issues is underlined by statistics from the Rape, Abuse and Incest National Network that indicate every 2 minutes someone in the United States is sexually assaulted; and that there were 207,754 sex offenses per year nationwide; and that over 54% of rapes are never reported to police; and that based on the 2010 National Intimate Partner and Sexual Violence Survey, more than 1 in 3 women (35.6%) and more than 1 in 4 men

(28.5%) in the United States have experienced rape, physical violence, and/or stalking by an intimate partner in their lifetime; and

Whereas, with leadership, dedication and encouragement, there is compelling evidence that we can be successful in reducing incidents of this outrageous crime against citizens living in Sonoma County, preventing some attacks through increased awareness and holding perpetrators who commit sexual violence responsible for their actions; and

Whereas, Sonoma County strongly supports the dedicated efforts of Verity, formerly known as United Against Sexual Assault, to encourage every citizen to actively engage in public and private efforts to Decide to End Sexual Violence, including conversation about what sexual violence is, how to prevent it, how to help survivors connect with crucial counseling and other support services, and how every segment of our society can work together to better address sexual violence.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors designates the month of April 2013, to be Sexual Assault Awareness Month in Sonoma County;

Be It Further Resolved that the Sonoma County Board of Supervisors reaffirms its commitment to address the issues of rape and speak out against sexual violence by: remembering victim/survivors, supporting survivors, holding perpetrators responsible for committing sexual attacks, and challenging societal myths and behaviors that perpetrate sexual violence in our community.

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

To: Board of Supervisors

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Nick Honey 565-4343

Supervisorial District(s):

All

Title: Child Abuse Prevention Month

Recommended Actions:

Adopt a Resolution declaring the month of April 2013 as Child Abuse Prevention Month in Sonoma County.

Display the Children's Memorial Flag the weeks of April 15th, April 22nd and April 29th

Executive Summary:

Since 1983, April has nationally been recognized as Child Abuse Prevention Month.

In 2012, Sonoma County had 2,327 reports of child abuse that were serious enough to require a face-to-face investigation to determine if allegations of abuse were substantiated. 210 children were removed from unsafe and abusive homes.

Child abuse has serious impacts on both individuals and the community. Abused and neglected children may become adults with struggles of drug abuse, depression, homelessness, alcoholism and incarceration. Early intervention and prevention are the most effective ways to stop child abuse. Engaging families/parents in services is essential in ending abuse.

The County Departments of Human Services, District Attorney and Sheriff have joined together in recognizing and supporting education, prevention and treatment efforts for all forms of child abuse. The Sonoma County Blue Ribbon Campaign, sponsored by California Parenting Institute and the Prevent Child Abuse Council, focuses on educating the community on the issues and problems of child abuse. California Parenting Institute is offering a number of free parenting classes. On April 25 from 11:00 to 2:00 PM there will be a luncheon and training hosted by Prevent Child Abuse Sonoma County. Dr. Mark Katz, PhD. will be the Keynote Speaker. The topic of the training is "Insights from the Lives of Those Who have Overcome Childhood Risks and Adversity".

In declaring April 2013 as Sonoma County Child Abuse Prevention Month and flying the Children's Memorial Flag you are standing up to keep children safe and through your leadership you are guiding

the community in the effort to stop child abuse.

Prior Board Actions:

In the past years, the Sonoma County Board of Supervisors has expressed their support of efforts to prevent child abuse and neglect by proclaiming April to be Child Abuse Prevention Month in Sonoma County.

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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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

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



County of Sonoma

State of California

Date: April 9, 2013

Resolution Number: _____

4/5 Vote Required

**Resolution of The Board of Supervisors of The County of Sonoma, State of California,
Declaring April 2013 as Child Abuse Prevention Month in Sonoma County**

Whereas, in 2012, Sonoma County had 2,327 reports of child abuse that were serious enough to require face-to-face investigation to determine if allegations of abuse were substantiated and 210 children were removed from unsafe and abusive homes; and

Whereas, child abuse has serious impacts on both individuals and the community; and

Whereas, early intervention and prevention are the most effective ways to stop child abuse - engaging families and parents in services is essential in ending abuse; and

Whereas, the Sonoma County Blue Ribbon Campaign, sponsored by California Parenting Institute and the Prevent Child Abuse Council focuses on educating the community on the issues and problems of child abuse. They offer a number of free parenting classes; and

Whereas, Sonoma County Human Services, District Attorney and Sheriff office have joined together in recognizing and supporting education, prevention and treatment efforts for all forms of child abuse; and

Whereas, working together we can all make a difference for all of the children in our county.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors hereby proclaim the Month of April 2013 as Child Abuse Prevention Month in Sonoma County.

Be It Further Resolved

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Commissioners

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): Community Development Commission

Staff Name and Phone Number:

Mark Krug, 565-7509

Supervisorial District(s):

Title: Designation of Signatories for the Conduct of Banking Business

Recommended Actions:

Approve resolution of the Sonoma County Community Development Commission designating signatories for the conduct of the Commission's banking business.

Executive Summary:

Since its inception in 1984 the Sonoma County Community Development Commission and Housing Authority have utilized the services of a local banking institution for the receipt and distribution of grant funds from the U.S. Department of Housing and Urban Development. The Commission currently has banking accounts with Exchange Bank used primarily to pay monthly rent subsidies for Housing Authority clients. Each month, the Commission disburses approximately \$2 million to owners of rental properties to provide rental assistance to approximately 3,000 very low-income households residing throughout Sonoma County. Other Commission funds have been deposited with the County's Auditor-Controller.

The Board of Commissioners adopted a resolution on March 1, 2011 which designates Kathleen H. Kane, Executive Director; Mark Krug, Community Development Manager; and James Hackett, Housing Authority Manager, as the three authorized signatories for the conduct of the Commission's banking business. Two signatures are required for all banking transactions.

Due to continued decreases in federal funding from the U.S. Department of Housing and Urban Development, the Commission has reduced and realigned its management staff and their responsibilities. The Community Development Manager now also oversees the agency's accounting functions. Effective internal control procedures require separation of duties between the people responsible for originating financial transactions and the people authorized to sign off on approval of those transactions. Therefore, while the two authorized positions of Executive Director and Housing Authority Manager shall remain as previously designated to conduct banking business, the third authorized position will be the Redevelopment Manager, and the Community Development Manager will be removed as a designated signatory.

The attached resolution designates Kathleen Kane, Executive Director, James Hackett, Housing Authority Manager, and John Haig, Redevelopment Manager, as the three authorized signatories for the conduct of the Commission’s banking business, effective April 9, 2013. Exchange Bank requires a resolution from the Commission in order to authorize signatories.

Prior Board Actions:

- 1) March 3, 1987: Resolution No. 87-0359 designating staff to sign checks and documents, make deposits, and conduct the Commission’s business.
- 2) June 11, 1991: Commission Resolution No. 91-0919 designating staff to sign checks and documents, make deposits, and conduct the Commission’s business.
- 3) December 14, 2004: Commission Resolution No. 04- 1153 designating staff to sign checks and documents, make deposits, and conduct the Commission’s business.
- 4) June 5, 2007: Commission Resolution No. 07-0438 designating staff to sign checks and documents, make deposits, and conduct the Commission’s business.
- 5) March 1, 2011: Commission Resolution No. 11-0088 designating staff to sign checks and documents, make deposits, and conduct the Commission’s business.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 12-13

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

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:
Resolution
Related Items "On File" with the Clerk of the Board:
None



County of Sonoma

State of California

Date: April 9, 2013

Resolution Number: _____

4/5 Vote Required

Resolution Of The Sonoma County Community Development Commission Designating Signatories For The Conduct Of The Commission's Banking Business.

Be it Resolved, that Kathleen H. Kane, James Hackett, and John Haig are hereby authorized to make deposits on behalf of the Sonoma County Community Development Commission (Commission) and are hereby designated as signatories for Commission checks and all other financial instruments or documents.

Be It Further Resolved, that two signatures shall be required and sufficient on any check, draft or warrant or other written order for withdrawal or transfer of funds and that no banking or other institution in which the funds of the Commission are deposited shall be required in any case to make inquiry as to the regularity of any instrument which has been executed by any two of the authorized signatories.

Be It Further Resolved, that as to any banking or financial institution in which the funds of the Commission are deposited, this Resolution shall remain in full force and effect until written notice of repeal or amendment is delivered to such institution.

Be It Further Resolved, that previous Resolutions designating signatories for the Commission shall be of no further force and effect on and after April 9, 2013.

Be It Further Resolved, that the Executive Director shall give notice to any banking institution with which this present Resolution is filed, that previous Resolutions designating signatories for the Commission shall not have force or effect from and after April 9, 2013.

Commissioners:

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: Occidental County Sanitation District

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): Occidental County Sanitation District

Staff Name and Phone Number:

Wendy Gjestland – 521-1866

Supervisorial District(s):

Fifth

Title: Regulatory Assistance Services

Recommended Actions:

Authorize Chair to execute an agreement with Larry Walker Associates to provide regulatory assistance services for the amount of \$100,000; agreement terminates on June 30, 2017.

Executive Summary:

This item requests approval to enter into a contract with Larry Walker Associates (\$100,000 through June 30, 2017) for regulatory assistance related to the National Pollutant Discharge Elimination System permit and Cease and Desist Order in connection with Graham's Pond.

HISTORY OF ITEM/BACKGROUND

Operation of the Occidental County Sanitation District's (District) Wastewater Treatment Facility (Facility) is currently regulated under a National Pollutant Discharge Elimination System permit (Order No. R1-2012-0101) and a Cease and Desist Order (Order No. R1-2012-0102) issued in December 2012.

The Facility produces disinfected secondary effluent that is discharged to Graham's Pond for storage. The North Coast Regional Water Quality Control Board has determined that Graham's Pond is a Water of the U.S., due to its construction and location within the headwaters of Dutch Bill Creek. The Cease and Desist Order provides five years for District to eliminate discharges to Graham's Pond between May 15 and September 30 and to bring effluent quality into compliance with final effluent limitations.

SELECTION PROCESS

On March 31, 2011, the Sonoma County Water Agency (Water Agency) and the County Sanitation Districts operated by the Water Agency invited Statements of Qualifications (Qualifications) in order to develop a list of vendors for future needs and projects related to providing services to assist with the development of and negotiations for, National Pollutant Discharge Elimination System and Waste Discharge Requirements permits issued by the Regional Water Quality Control Board.

The following five firms each submitted Qualifications: Brelje & Race, Kennedy/Jenks Consultants, Larry

Walker Associates, RMC Water and Environment, and West Yost & Associates. Based on the evaluation of the Qualifications, Water Agency staff developed a consultant list. Since each respondent is knowledgeable in various areas of permitting, development and assistance, all five responding firms were added to the list. The Water Agency will use this list over the next five years to facilitate assistance with the development and negotiations of National Pollutant Discharge Elimination System and Waste Discharge Requirements permits (and related studies) for facilities owned or managed by the Water Agency.

For the proposed agreement, Larry Walker Associates, Inc. (Consultant) was selected based on its Qualifications, the firm’s proven expertise in conducting business and interacting with the Regional Water Quality Control Boards, and Consultant’s extensive knowledge of California’s wastewater and water reclamation regulations as they specifically apply to the District. In addition, the Consultant has performed consulting services for the District under a prior agreement. During the course of the prior agreement, the Consultant acquired knowledge and expertise of the District’s Waste Discharge Requirements permit and associated requirements, its wastewater treatment plant, its water reclamation facilities, and expectations of staff at the Regional Water Quality Control Board. This acquired knowledge is significant to this agreement as there are time-certain regulatory requirements pending.

SERVICES TO BE PERFORMED

District requires technical assistance during implementation of the National Pollutant Discharge Elimination System permit and Cease and Desist Order requirements for District’s Facility.

Under the proposed Agreement, Consultants tasks include: National Pollution Discharge Elimination System permit adoption and planning, National Pollution Discharge Elimination System permit compliance reporting, acute/chronic toxicity compliance, technical report regarding existing recycled water use site, receiving water special study, Cease and Desist Order compliance activities, and project management.

Prior Board Actions:

None

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

County Goal 1: Safe, Healthy, and Caring Community. Obtaining regulatory assistance services helps provide community members access to clean water and safe, reliable solid and liquid waste management. Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 50,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 50,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 50,000	Total Sources	\$ 50,000

Narrative Explanation of Fiscal Impacts (If Required):

FY 2012/2013 appropriation of \$50,000 is from the Operations fund. Future expenditures of \$50,000 will be budgeted for in the appropriate fiscal year.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

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

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

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Renee Webber 547-1936

Supervisorial District(s):

All

Title: Support of Russian River Biological Opinion Implementation

Recommended Actions:

Authorize Chair to execute an agreement with U.R.S. Corporation to provide consulting services in support of the Biological Opinion implementation for the amount of \$52,100; agreement terminates on December 31, 2014.

Executive Summary:

This item recommends approval of an agreement with URS Corporation (\$52,100 through December 31, 2014) to provide services and assistance in navigating the process requirements of the Army Corps of Engineers related to the Biological Opinion.

Background:

The Russian River Biological Opinion (Biological Opinion) for Water Supply, Flood Control Operations and Channel Maintenance issued by the National Marine Fisheries Service in September 2008 requires implementation of reasonable and prudent alternatives and recommended measures within a prescribed time schedule. The Sonoma County Water Agency (Water Agency) and the United States Army Corps of Engineers, San Francisco District (District), are the responsible parties for implementing such alternatives and measures. The District is part of the larger United States Army Corps of Engineers (Corps) South Pacific Division which operates under the guidance of the Corps Headquarters office in Washington, D.C.

Implementation of the reasonable and prudent alternatives and recommended measures requires timely and careful coordination for project development, funding, and implementation between the Water Agency, District, and Corps Headquarters. The process for developing an implementation strategy with District and the South Pacific Division is complicated due to the intricate and specialized requirements of the Corps for project development, approval, funding, and construction. Knowledge of budgeting, authorization, project development, types of studies needed to initiate and obtain funding, and internal Corps approvals is extremely difficult to acquire for parties who have not been involved in

the inner workings of the Corps and its very formal and intricate project implementation and approval process.

SELECTION PROCESS

In 2009, the Water Agency entered into an agreement (original agreement for \$24,719, amended March 2011 to add \$52,530 through February 2013) with Weston Solutions to provide these critical Biological Opinion implementation consulting services. Prior to the expiration of that agreement, the key technical advisor for the agreement, Len Cardoza, accepted employment with another company (U.R.S. Corporation). Because Mr. Cardoza was critical to that agreement and the Water Agency's Biological Opinion implementation efforts with the Corps, U.R.S. Corporation (Consultant) has been selected for the proposed agreement in order to maintain expertise and continuity. Due to the specialized nature of the work, Mr. Cardoza is uniquely qualified to assist the Water Agency in coordinating implementation of the Biological Opinion. Mr. Cardoza was a Commander and District Engineer with the Corps' San Francisco District and former program manager for the Oakland Harbor Navigation Improvement Project. Water Agency staff does not have the expertise or highly specialized knowledge required to implement this type of project with the Corps.

SERVICES TO BE PERFORMED

Under the proposed Agreement, the Consultant will coordinate with Water Agency and Corps to implement and complete the mandated reasonable and prudent alternatives, recommended and prudent measures, Endangered Species Act conservation recommendations, and essential fish habitat conservation recommendations listed in the Biological Opinion. To effect this coordination effort, Consultant will:

1. Work with Water Agency and Corps to implement, track, and update the Biological Opinion projects implementation schedule and continue to identify opportunities to accelerate same.
2. Assist Water Agency and Corps to identify key milestones, decision points, and critical path(s).
3. Provide assistance to Water Agency to organize and facilitate Corps vertically integrated team meetings (all levels of Corps organization) and other division or district level meetings as appropriate with approval from the Water Agency. Consultant will assist with agenda preparation and documentation of meeting outcomes.
4. Assist Water Agency in identifying potential legal and funding constraints that limit federal interest and participation in the Biological Opinion and developing strategies in consultation with the Water Agency to address these issues and pursue opportunities for federal participation. Continue to assist Water Agency in identification of funding sources and District capabilities for each appropriations/budget cycle.
5. Evaluate potential cost sharing responsibilities and opportunities for reimbursement of ongoing work by Water Agency, and assist Water Agency in working with the Corps, federal administration and Congressional delegation to secure funding to implement the Biological Opinion including investigation of other potential project funding mechanisms (such as grant programs).
6. Work with Water Agency staff to develop briefings to the federal administration and Congressional delegation to provide an update on the progress of the Biological Opinion and secure federal participation and funding.
7. Assist in identifying existing potential authorities and developing authorization language and

other strategies to secure funding and ultimately implementation of all project components that District is responsible for under the Biological Opinion.

8. Review technical and policy documentation and other reports and studies by District and assist the Water Agency in providing comments and input on such documents.
9. Prepare monthly progress reports to document progress and work accomplished, including summaries of meetings attended and other key events or milestones achieved.

Prior Board Actions:

03/01/2011, Authorized Chair to execute the First Amended Agreement for Support for Russian River Biological Opinion Implementation between the Sonoma County Water Agency and Weston Solutions, Inc; Adopted Resolution authorizing adjustments to the 2010-11 Final Budget for the Water Agency Russian River Projects Fund in the amount of \$26,175.00.

08/16/1997, Authorized the General Manager/Chief Engineer to execute a Memorandum of Understanding among the Water Agency, United States Army Corps of Engineers, and National Marine Fisheries Service to initiate a Federal Endangered Species Act Section 7 Consultation for the Russian River Project.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This agreement will help Water Agency more effectively meet its obligations for implementation of the Biological Opinion by coordinating with other essential government agencies.

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

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 25,000	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Russian River Projects Fund - Fees/Other	\$ 25,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 25,000	Total Sources	\$ 25,000

Narrative Explanation of Fiscal Impacts (If Required):

FY 2012/2013 appropriation of \$25,000 is available and was budgeted in the Russian River Projects Fund. FY 2013/2014 expenditures of \$27,100 will be requested and budgeted in that fiscal year.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None.			
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: 9
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 9, 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: As-Needed Dive Services

Recommended Actions:

Authorize Chair to execute an agreement with Aqua-Tech Company to provide dive services for water system facilities for the amount of \$250,000; agreement terminates on June 30, 2016.

Executive Summary:

This item requests approval to enter into an agreement with Aqua-Tech Company (\$250,000 through June 30, 2016) for various dive services on an as-needed basis at various water system facilities.

HISTORY OF ITEM/BACKGROUND

Sonoma County Water Agency (Water Agency) provides wholesale water supply to approximately 600,000 people in Marin and Sonoma counties in California. Water system facilities that may need dive services on an as-needed basis include six radial collector wells with thirteen to eighteen foot diameter caissons and eighteen steel water storage tanks with a total capacity of 128.8 million gallons. The services that may be needed include, but are not limited to, cleaning, inspection, minor repairs, video, equipment installation and flow monitoring while the tanks and collector wells remain full of potable water.

SELECTION PROCESS

On October 11, 2012, the Water Agency sent a Request for Qualifications to the following five firms: Liquivision Technology, Klamath Falls, Oregon; Aqua-Tech Company, Carmichael, California; Inland Potable Services, Inc., Centennial, Colorado; Underwater Resources, San Francisco, California; and CSI Services, Sonoma, California.

The following four firms submitted Statements of Qualifications: Liquivision Technology, Klamath Falls, Oregon; Aqua-Tech Company, Carmichael, California; Inland Potable Services, Inc., Centennial, Colorado; and Underwater Resources, San Francisco, California.

Aqua-Tech (Consultant) was selected to perform the work because the Consultant has provided excellent service in the past, can provide faster response time than some other consultants, and has significant experience with potable water. All anticipated work necessary under this agreement has been completed by the Consultant for the Water Agency under a previous contract and Water Agency staff is highly confident that the work can be accomplished with a greater degree of success with a Consultant already familiar with the required tasks. In addition, the Consultant is located geographically closer than two of the other firms allowing Consultant to be able to respond to emergencies in a much faster timeframe. This is a desirable asset for as-needed dive services. In addition, the Consultant has significantly more experience with potable water dive services than the other geographically close consultant.

SERVICES TO BE PERFORMED

Under the proposed Agreement, the Consultant will provide as-needed cleaning, inspection, minor repairs, video, equipment installation, and flow monitoring services. Water Agency staff does not have staff that can perform these tasks. If the proposed agreement is not approved, dive services will not be available for necessary underwater repairs, cleaning, and maintenance.

The cost of services will not exceed \$50,000 in fiscal year 2013/2014, \$100,000 in fiscal year 2014/2015, and \$100,000 in fiscal year 2015/2016; the term end date is June 30, 2016. The total agreement amount is \$250,000.

Prior Board Actions:

- 3/11/2008: Approved agreement between Sonoma County Water Agency and Aqua Tech Company for Tank Coating Inspection, Cleaning, and Repair Services.
- 4/27/2004: Approved agreement between Sonoma County Water Agency and Aqua Tech Company for Tank Coating Inspection, Cleaning, and Repair Services.

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

County Goal 1: Safe, Healthy, and Caring Community
Utilization of dive services for such activities as the cleaning and repair of water system tanks and sources allows the Water Agency to continue to provide access to clean water.

Water Agency Water Supply Goals and Strategies, Goal 1: Work with Water Contractors to retain and improve the reliability of the water supply production and distribution systems.

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/2014 expenditure of \$50,000 will be budgeted in that fiscal year from the Water Transmission Fund.
 FY 2014/2015 expenditure of \$100,000 will be budgeted in that fiscal year from the Water Transmission Fund.
 FY 2015/2016 expenditure of \$100,000 will be budgeted in that fiscal year from the Water Transmission Fund.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

N/A

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

Agreement (4 Copies)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 9, 2013

Vote Requirement: No Vote Required

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

Staff Name and Phone Number:

Kevin Campbell 547-1921

Supervisorial District(s):

Fourth

Title: Grant of Easement to State of California Department of Transportation

Recommended Actions:

Consideration of Delegating Authority to the Chair to execute an Easement Agreement conveying property rights to the State of California, for Highway 101 Novato Narrows Widening Project.

Final action to be taken April 16, 2013.

Executive Summary:

Executive Summary:

This item involves the granting of an easement by the Sonoma County Water Agency (Water Agency) to allow the State of California Department of Transportation (Caltrans) to construct improvements to Highway 101 as a part of Caltrans Novato Narrows Widening Project. The Water Agency owns certain real property (APN 019-280-012) within which the Water Agency maintains flood plain property adjacent to San Antonio Creek (Water Agency Property).

Caltrans has requested that the Water Agency execute a Right of Way contract and an Easement Deed for improvements related to Caltrans Marin-Sonoma Narrows B3 Widening Project (Project). The Project will result in the improvement of a portion of Highway 101 near the Sonoma-Marin County line. The Water Agency Property is located east of Highway 101 on the north side of San Antonio Creek. The Project will result in the raising of Highway 101 and the minimizing of effects of flooding from San Antonio Creek on Highway 101. The Water Agency currently uses the property for flood control maintenance purposes. The Project requires relocation of overhead electrical and communication lines onto the westerly edge of the Water Agency Property. The proposed easement will encumber approximately 12,040 square feet of the property. Water Agency staff has determined that the easement would not interfere with the Water Agency's use of the property in any respect.

Caltrans has prepared an Environmental Impact Report/Environmental Impact Statement for the Highway 101 Marin-Sonoma Narrows B3 Widening Project, in accordance with the California

Environmental Quality Act. In addition, Caltrans filed a Notice of Determination for the Project on July 27, 2009. The easement also has met all the requirements of Government Code, Section 65402, for General Plan consistency.

The Water Agency has prepared a Notice of Determination in accordance with California Environmental Quality Act, the State California Environmental Quality Act Guidelines and the Water Agency's Procedures for the Implementation of California Environmental Quality Act. With the incorporation of the mitigation measures described in the Environmental Impact Report/Environmental Impact Statement, the Project would not have an adverse impact upon the environment.

Caltrans appraised the value of the easement at \$1,750. Water Agency staff informed Caltrans that the appraised value would not cover the cost to the Water Agency to execute the Grant of Easement. Caltrans agreed to increase the amount of compensation by \$5,000 to a total of \$6,750 to accommodate any cost to the Water Agency to execute the Grant of Easement.

The Water Agency's enabling legislation requires that the Board consider the proposed grant of easement to the County of Sonoma at two separate meetings. Final action on this item is proposed for the Board's meeting of April 16, 2013.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

Improving the existing freeway with an additional lane for High Occupancy Vehicles will provide benefit to the county through increased accessibility together with benefit provided from removing vehicles from the roads through increased use of carpooling.

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

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 6,750	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Caltrans: Fees/Other	\$ 6,750
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 6,750	Total Sources	\$ 6,750

Narrative Explanation of Fiscal Impacts (If Required):

Caltrans has agreed to pay the Water Agency \$6,750 as consideration for the Grant of Easement to Caltrans.

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:

Right of Way Contract; Easement Deed; Notice of Determination



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, South Park County Sanitation District

Board Agenda Date: April 9, 2013

Vote Requirement: 4/5

Department or Agency Name(s):

Staff Name and Phone Number:

Victor H. Swift 547-1975

Supervisorial District(s):

Fifth

Title: Sewer Main Emergency Repair

Recommended Actions:

Review and ratify the actions of the General Manager of the Water Agency in entering into a contract with Ghilotti Construction Company, on behalf of the South Park County Sanitation District, for an amount not-to-exceed \$60,000 to perform emergency repairs to collapsed sewer facilities without advertising for competitive bids and delegate authority to the General Manager to execute an Agreement and Release of Any and All Claims, if required.

Executive Summary:

The City of Santa Rosa (City), under contract with the Sonoma County Water Agency (Water Agency), performs the daily operation and maintenance work on the South Park County Sanitation District (District) sewage collection system. While performing routine video inspection activities of sewer mains to assess the condition of the sewer mains in the District, the City observed that portions of the 6-inch diameter unreinforced concrete sewer main on West Robles Avenue, from Moorland Avenue to approximately 145 feet easterly of Moorland Avenue, have either collapsed or are extremely corroded and in danger of collapse, and reported the situation to the Water Agency. The collapsed and corroded sewer main has caused the trench backfill material above the sewer main to erode, causing backfill material to fall into the sewer main. This erosion above the collapsed and corroded sewer main has progressed to the extent that proximate sections of West Robles Avenue are in danger of collapsing. This condition presents a public health and safety hazard. To remediate this condition, Water Agency staff have determined that the collapsed and corroded sewer main, and the voids in the eroded trench above the sewer main, should be filled with flowable concrete as quickly as possible.

Once the Water Agency determined the extent of the damage, and following a review of alternative remediation methods, none of which were determined to be as fast or effective, Water Agency staff initiated an Emergency Blanket Purchase Order (EBPO) with Ghilotti Construction Company (Ghilotti) through the Sonoma County Purchasing Department (Purchasing). Purchasing authorized use of the EBPO, but Ghilotti's surety would not issue bonds for the project without supplemental contract

documents that fully describe the scope of work and payment terms. Thereafter, Water Agency staff prepared a more comprehensive contract with Ghilotti for the emergency work, which, as of the date of this writing, is expected to be executed on, or about, April 3, 2013. As of the date of this writing, work is expected to begin immediately upon execution of the contract and it should be completed within 10 days of start of field work. The contract will be performed on a time and materials basis with a not-to-exceed amount of \$60,000.

Public Contract Code section 22050 authorizes the District to enter into contracts for public projects as may be necessary to mitigate emergency conditions without giving notice for bids, provided the District adheres to certain Board review and reporting procedures. Pursuant to authority vested with the General Manager pursuant to Resolution 06-0649, and consistent with Public Contract Code section 22050, the General Manager ordered the above-described contract because (1) rapid repair of the deteriorated sewer main was essential to mitigate immediate risks to public health and safety related to the potential for a roadway collapse and (2) solicitation of competitive bids would delay the necessary repairs by at least 10 weeks. The status of the emergency work must be reviewed by the Board of Directors every 14 days until it is completed to determine, by a four-fifths vote, if there is a need to continue the work without solicitation of competitive bids. (Public Contract Code § 22050(c)(2).) The purpose of this review is to ensure that the emergency contract work is terminated at the earliest possible date that conditions warrant so that the remainder of the work may be completed by a competitively bid contract. Repairs to the sewer main are expected to be completed by the Board's April 23rd meeting, however, should the emergency work take longer than anticipated, this matter will be brought back to the Board on April 23rd for further review.

A contractor must execute a release of claims (Document 00650) before final payment but may except any unresolved claims from the release. The requested action authorizes the General Manager to approve the release unless the contractor lists unresolved claims. In that case, County Counsel must review Document 00650 prior to General Manager approval.

By approving this Board item, the Board is ratifying the actions of the General Manager in entering into a contract with Ghilotti Construction Company for an amount not-to-exceed \$60,000 to perform emergency repairs to collapsed sewer facilities without advertising for competitive bids.

Prior Board Actions:

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

The subject action meets the county Strategic Plan Goal 1 as repair of collapsed sewer and the eroding trench above the sewer will prevent a potential public health and safety hazard.

This meets the Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards. Repair of collapsed sewer and the eroding trench above the sewer will prevent a potential public health and safety hazard.

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

Emergency repair work was not budgeted; therefore, the funds for this emergency work will come out of South Park County Sanitation District fund balance.

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:

None



County of Sonoma Agenda Item Summary Report

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

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

To: The Board of Supervisors of Sonoma County

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Supervisorial District(s):

Scott Jann - (707) 565-8305
Terina Tracy - (707) 565-3234

Title: 04-09-2013 ACTTC Agreed Upon Procedures and Review Reports for the Sonoma County Treasury

Recommended Actions:

Review and accept Agree Upon Procedures and Review Reports of the Sonoma County Treasury for compliance with Government Code 26920 for the quarters ending September 30, 2012 and December 31, 2012.

Executive Summary:

California Government Code Section 26920 requires quarterly cash counts, and verification that the records of the County Treasurer and Auditor are reconciled pursuant to Section 26905.

We performed certain agreed upon procedures and a review for the quarters ending September 30, 2012 and December 31, 2012. These procedures included but are not limited to verification the fiscal records of the County Treasurer and the Auditor are reconciled, a quarterly physical cash count of the cash in the Treasury, and confirmation of account balances per the Treasury Investment Reports for September 30, 2012 and December 31, 2012.

As stated in the Internal Audit Charter, the Internal Audit Division is organized and managed to optimize auditor independence, including not being directly involved in the day-to-day operation of the system of internal controls and having the ability to report directly to the Board with review findings. As such, we believe that the Internal Audit Division maintained independence during this review.

There were no significant findings as a result of our procedures.

Prior Board Actions:

The Board reviewed and accepted the Agreed Upon Procedures and Review Reports for the quarters ending March 31, 2012 and June 30, 2012 on January 8, 2013.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Monitoring of the County Treasury insures proper handling and investment of public funds.

Fiscal Summary - FY 12-13

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

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:

ATTACHMENT "A" 1st Quarter Treasury Cash Compliance Agreed Upon Procedures Report
 ATTACHMENT "B" 1st Quarter Treasury Review Report
 ATTACHMENT "C" 2nd Quarter Treasury Cash Compliance Agreed Upon Procedures Report
 ATTACHMENT "D" 2nd Quarter Treasury Review Report

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

NONE

DAVID E. SUNDSTROM, CPA
AUDITOR-CONTROLLER
TREASURER -TAX COLLECTOR

585 FISCAL DRIVE, SUITE 100
SANTA ROSA, CA 95403
PHONE (707) 565-2631
FAX (707) 565-3489



ATTACHMENT A-1
DONNA DUNK, CPA
ASSISTANT
AUDITOR-CONTROLLER

JONATHAN KADLEC
ASSISTANT
TREASURER-TAX COLLECTOR

The Honorable Board of Supervisors of
Sonoma County

Auditor-Controller's Report on Applying Agreed-upon Procedures

We have performed the procedures enumerated below, which were agreed to by the Sonoma County Treasury solely to assist the Treasury in complying with sections 26905 and 26920 of the California Government code for the quarter ended September 30, 2012. The agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of management. We make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

1. **Procedure Performed:** Counted cash in the Treasury vault and verified amounts to Treasury records.

Finding: No exceptions noted as a result of our procedures.

2. **Procedure Performed:** Reviewed bank reconciliations for mathematical accuracy, reasonableness, and authorization.

Finding: No exceptions noted as a result of our procedures.

3. **Procedure Performed:** Reviewed the deferred compensation reconciliation for completeness and verified balances to Nationwide confirmation.

Finding: No exceptions noted as a result of our procedures.

4. **Procedure Performed:** Verified existence and valuation of Treasury cash and investments held in banks and other safekeeping agents through direct confirmations.

Finding: No exceptions noted as a result of our procedures

5. **Procedure Performed:** Quarterly verification of reconciliation between treasurer and auditor records per Government code sections 26905 and 26920.

Finding: No exceptions noted as a result of our procedures

We were not engaged to, and did not conduct an examination, the objective of which would be the expression of an opinion on compliance. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the members of the Board of Supervisors and is not intended to be and should not be used by anyone other than those specified parties.

A handwritten signature in purple ink, appearing to be 'A. H.', with a horizontal line underneath.

Audit Manager, Audit Division
Sonoma County Auditor-Controller Treasurer-Tax Collector.

January 9, 2013

DAVID E. SUNDSTROM, CPA
AUDITOR-CONTROLLER
TREASURER -TAX COLLECTOR

585 FISCAL DRIVE, SUITE 100
SANTA ROSA, CA 95403
PHONE (707) 565-2631
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ATTACHMENT B-1
DONNA DUNK, CPA
ASSISTANT
AUDITOR-CONTROLLER

JONATHAN KADLEC
ASSISTANT
TREASURER-TAX COLLECTOR

Board of Supervisors
County of Sonoma
Santa Rosa, CA

Auditor-Controller's Review Report

We have reviewed the accompanying special purpose statement of net assets of the Sonoma County Treasury as of September 30, 2012, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in the Treasury Statement of Assets is the representation of the Sonoma County Treasury.

A review consists principally of inquiries of department staff and analytical procedures applied to financial data. It is substantially less in scope than an examination in accordance with generally accepted audit standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

The accompanying special purpose statement of net assets was prepared for the purpose of complying with the California Government Code Section 26920 as discussed in note 1, and is not intended to be a presentation in conformity with generally accepted accounting principles.

Based on our a review, we are not aware of any material modifications that should be made to the accompanying special purpose statement of net assets in order for it to be in conformity with basis of accounting described in Note 1.

This report is intended for the information of the Board of Supervisors and the Treasury management. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

Respectfully yours,

Audit Manager, Audit Division
County of Sonoma Auditor-Controller-Treasurer Tax-Collector

January 9, 2013

**Sonoma County Treasury
Statement of Assets
September 30, 2012**

		Investment Pool
Cash in Vault	\$	99,408
Cash in Banks		26,850,948
Investments		
Securities		1,201,901,901
Local Agency		49,121,294
Mutual Funds		67,717,865
Checks and County Warrants		1,338,977
Deferred Compensation		261,335,589
 Total Assets	 \$	 <u><u>1,608,365,982</u></u>

Note 1: Financial Statement Presentation

This special-purpose statement of net assets was prepared for the purpose of presenting the net assets of the Treasury pursuant to the California Code Section 26920 and is not intended to be a presentation in conformity with generally accepted accounting principles. The amounts presented are unadjusted book value. Accordingly, note disclosures required by Governmental Accounting Standards Board Statement No. 40 deposit and Investment Risk Disclosures, an amendment to GASB Statement No. 2, are not presented, since such disclosures are not required by the California Government Code Section 26920.

DAVID E. SUNDSTROM, CPA
AUDITOR-CONTROLLER
TREASURER -TAX COLLECTOR

585 FISCAL DRIVE, SUITE 100
SANTA ROSA, CA 95403
PHONE (707) 565-2631
FAX (707) 565-3489



ATTACHMENT C-1
DONNA DUNK, CPA
ASSISTANT
AUDITOR-CONTROLLER

JONATHAN KADLEC
ASSISTANT
TREASURER-TAX COLLECTOR

The Honorable Board of Supervisors of
Sonoma County

Auditor-Controller's Report on Applying Agreed-upon Procedures

We have performed the procedures enumerated below, which were agreed to by the Sonoma County Treasury solely to assist the Treasury in complying with sections 26905 and 26920 of the California Government code for the quarter ended December 31, 2012. The agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of management. We make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

1. **Procedure Performed:** Counted cash in the Treasury vault and verified amounts to Treasury records.

Finding: No exceptions noted as a result of our procedures.

2. **Procedure Performed:** Reviewed bank reconciliations for mathematical accuracy, reasonableness, and authorization.

Finding: No exceptions noted as a result of our procedures.

3. **Procedure Performed:** Reviewed the deferred compensation reconciliation for completeness and verified balances to Nationwide confirmation.

Finding: No exceptions noted as a result of our procedures.

4. **Procedure Performed:** Verified existence and valuation of Treasury cash and investments held in banks and other safekeeping agents through direct confirmations.

Finding: No exceptions noted as a result of our procedures

5. **Procedure Performed:** Quarterly verification of reconciliation between treasurer and auditor records per Government code sections 26905 and 26920.

Finding: No exceptions noted as a result of our procedures

We were not engaged to, and did not conduct an examination, the objective of which would be the expression of an opinion on compliance. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the members of the Board of Supervisors and is not intended to be and should not be used by anyone other than those specified parties.

A handwritten signature in purple ink, appearing to be 'M. H.', with a horizontal line extending to the right.

Audit Manager, Audit Division
Sonoma County Auditor-Controller Treasurer-Tax Collector.

February 4, 2013

DAVID E. SUNDSTROM, CPA
AUDITOR-CONTROLLER
TREASURER -TAX COLLECTOR

585 FISCAL DRIVE, SUITE 100
SANTA ROSA, CA 95403
PHONE (707) 565-2631
FAX (707) 565-3489



ATTACHMENT D-1

DONNA DUNK, CPA
ASSISTANT
AUDITOR-CONTROLLER

JONATHAN KADLEC
ASSISTANT
TREASURER-TAX COLLECTOR

Board of Supervisors
County of Sonoma
Santa Rosa, CA

Auditor-Controller's Review Report

We have reviewed the accompanying special purpose statement of net assets of the Sonoma County Treasury as of December 31, 2012, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in the Treasury Statement of Assets is the representation of the Sonoma County Treasury.

A review consists principally of inquiries of department staff and analytical procedures applied to financial data. It is substantially less in scope than an examination in accordance with generally accepted audit standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

The accompanying special purpose statement of net assets was prepared for the purpose of complying with the California Government Code Section 26920 as discussed in note 1, and is not intended to be a presentation in conformity with generally accepted accounting principles.

Based on our review, we are not aware of any material modifications that should be made to the accompanying special purpose statement of net assets in order for it to be in conformity with the basis of accounting described in Note 1.

This report is intended for the information of the Board of Supervisors and the Treasury management. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

Respectfully yours,

Audit Manager, Audit Division
County of Sonoma Auditor-Controller-Treasurer Tax-Collector

February 4, 2013

**Sonoma County Treasury
Statement of Assets
December 31, 2012**

	Investment Pool
Cash in Vault	\$ 120,099
Cash in Banks	19,453,084
Investments	
Securities	1,359,761,539
Local Agency	49,162,714
Mutual Funds	76,768,214
Checks and County Warrants	7,102,330
Deferred Compensation	270,095,889
 Total Assets	 <u><u>\$ 1,782,463,869</u></u>

Note 1: Financial Statement Presentation

This special-purpose statement of net assets was prepared for the purpose of presenting the net assets of the Treasury pursuant to the California Code Section 26920 and is not intended to be a presentation in conformity with generally accepted accounting principles. The amounts presented are unadjusted book value. Accordingly, note disclosures required by Governmental Accounting Standards Board Statement No. 40 deposit and Investment Risk Disclosures, an amendment to GASB Statement No. 2, are not presented, since such disclosures are not required by the California Government Code Section 26920.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor Efren Carrillo

Fifth

Title: Letter of Support for Preservation Ranch Acquisition

Recommended Actions:

Authorize the Chair to transmit a letter to the California Coastal Conservancy in support of a funding allocation to the Conservation Fund's project to secure, protect, and preserve Preservation Ranch. (Fifth District)

Executive Summary:

n/a

Prior Board Actions:

n/a

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 12-13

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

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):			
none			
Attachments:			
Draft letter from the Chair to the California Coastal Conservancy			
Related Items "On File" with the Clerk of the Board:			
n/a			

COUNTY OF SONOMA

MEMBERS OF THE BOARD

BOARD OF SUPERVISORS

575 ADMINISTRATION DRIVE, RM. 100A
SANTA ROSA, CALIFORNIA 95403

(707) 565-2241
FAX (707) 565-3778

DAVID RABBITT
CHAIR

MIKE MCGUIRE
VICE CHAIR

EFREN CARRILLO

SUSAN GORIN

SHIRLEE ZANE

April 9, 2013

Mr. Doug Bosco, Chairman
California Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

RE: Preservation Ranch Acquisition

Dear Mr. Bosco:

On behalf of the Sonoma County Board of Supervisors, I am writing to express our strongest support for the Coastal Conservancy's staff recommendation to assist the Conservation Fund and its partners with the purchase of Preservation Ranch in Sonoma County. Acquisition of Preservation Ranch presents an opportunity to permanently protect 19,645 acres of forest, oak woodlands, grasslands and riparian corridors from conversion and residential development.

The Conservation Fund has a proven record of acquiring properties of this scale and working hard to restore and protect critical habitats while providing sustainable forest management. These practices will benefit the highly impacted forest habitats but also the more than 30 square miles of the Gualala River watershed that the property covers which provide critical habitat for native, anadromous fish and a variety of wildlife.

In addition, permanent protection will further the vision for Sonoma's North Coast as an intact and well-managed redwood-Douglas fir forest for ecological integrity and economic viability. This acquisition is crucial and will also expand an existing network of over 90,000 acres of protected lands within this region. The acquisition of Preservation Ranch will connect to 38,000 acres of the Conservation Fund's protected working forestland in Mendocino County, thereby creating a 70,000 acre corridor of protected forestland running from Sonoma County up through Mendocino County.

The Sonoma County Agricultural Preservation and Open Space District is proud to be partnering with the Conservation Fund to acquire this spectacular property in northwest Sonoma County. We ask the Commission to support all of our efforts to protect Preservation Ranch with an affirmative vote on this important project.

Sincerely,

DAVID RABBITT,
Chair and Second District Supervisor
Sonoma County Board of Supervisors

CC: Board of Supervisors
California State Association of Counties
Paul Yoder, Peterson Consulting, Inc.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

William F. Rousseau 565-1877

Supervisorial District(s):

Title: Joint Powers Agreement for e-Forms Development Management and Administration

Recommended Actions:

1. Approve Joint Powers Agreement (JPA) with other California County Assessors and the Board of Equalization (BOE, for the e-forms Network Group for a period of forty (40) months effective March 1, 2013 through June 30, 2016.
2. Authorize the Assessor or his designee to execute the Joint Powers Agreement (JPA) for participation in the e-Forms Network Group, effective March 1, 2013 through June 30, 2016.
3. Authorize the Assessor or his designee to renew the Joint Powers Agreement (JPA) for participation in the e-Forms Network Group, for one additional year, effective July 1, 2016 through June 30, 2017.

Executive Summary:

SUMMARY:

The Sonoma County Assessor Department requests Board approval to enter into a Joint Powers Agreement (JPA) with other California County Assessors and the BOE, to form the e-Forms Network Group. The term of the JPA is March 1, 2013 through June 30, 2016. The purpose of the e-Forms Network Group is to collect, store, and maintain data necessary to the assessment functions.

BACKGROUND INFORMATION:

Under the California Government Code Section 15606, the California State Board of Equalization (BOE) prescribes approximately one-hundred (100) forms related to property assessment, valuation and exemption for use by all California County Assessors. These forms are important vehicles for the public to provide the data and information necessary for the Assessors to perform the mandated property assessment and valuation tasks.

Every year, County Assessors spend thousands of dollars each to update and print BOE forms for use in

their county. The e-Forms Network Group electronic forms system (e-Forms System) will provide the capability and functionality to host and maintain e-Forms to make updates and adjustments one time, in one place and to be shared by all County Assessors. Once completed, the e-Forms System is expected to realize substantial operational efficiencies for all County Assessors and the BOE. It will also improve the quality and consistency of the property assessment forms statewide, which benefits the taxpayers.

The e-Forms System is a cooperative effort initiated and coordinated by and between the California County Assessors and the BOE (Participating Parties), under a Joint Powers Agreement (JPA) for the purposes of collecting, storing, and maintaining data necessary to the assessment and valuation functions performed by the California County Assessors, each of which is an officer and agent of his or her respective county. The e-Forms System is another example and model for a shared service that provides improved assistance to taxpayers and saves significant costs.

The California Assessors Association (CAA) is leveraging the proven success of the JPA for the Standard Data Record (SDR) System to formulate the e-Forms System project. The SDR System is a statewide shared service for the online filing of annual Business Property Statements which has been in use since 2005.

The e-Forms System will gather and distribute formatted data, through electronic media, based on Relevant BOE and Assessor approved forms. The Participating Parties will share in development and ownership of the common data handling facility for purposes of property tax assessment and administration and will share the associated costs and liabilities directly related to this purpose among the parties on a proportionate basis as set forth herein below so that no party's liability is increased by this project.

The e-Forms System project will be a collaborative effort, with the CAA Forms Committee and the BOE. The Orange County Assessor is leading this effort and is expected to be appointed as the coordinating Assessor under the JPA. We are working together on this venture to identify and meet the needs of all parties involved in a cost-effective manner.

Prior Board Actions:

N/A

Strategic Plan Alignment Goal 4: Civic Services and Engagement

The e-forms system is one more step in aligning public service with the public's need for easily accessible information.

Fiscal Summary - FY 12-13			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,800	County General Fund	\$ 1,800
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,800	Total Sources	\$ 1,800
Narrative Explanation of Fiscal Impacts (If Required):			
<p>Under the JPA, a statewide cost-sharing plan was developed for the development of the e-Forms System. The costs associated with this agreement are shared costs approximately according to current e-Forms volume as detailed in the JPA Exhibit A. The Participating Parties will be paying for the use of the e-Forms System and products through a cost structure related to development and support costs. Cost sharing commitments from JPA Participating Parties total approximately \$350,000, and Sonoma County's share is \$4,500 of which \$1,800 is expended for FY 2012/13, and \$1,800 for FY 2013/14 and for FY 2014/15 \$900. Sonoma County taxpayers will be provided a new compliance capability saving time and costs.</p>			
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:			
ASR – Joint Powers Agreement			
Related Items “On File” with the Clerk of the Board:			

Joint Powers Agreement (JPA)
For
e-Forms Development Management and Administration
and Year to Year Support

Document Control Date: March 1, 2013

JOINT POWERS AGREEMENT (JPA)
FOR e-Forms Development, Management and Administration
(Document Control March 1, 2013)

THIS Joint Powers Agreement, titled the “e-Forms Network Group Agreement” (hereinafter “Agreement”), is effective March 1, 2013, by, between, and among the undersigned California counties and the Board of Equalization (BOE), for the purposes of collecting, storing, and maintaining data necessary to the assessment functions.

WHEREAS:

- (1) Title 1, Division 7, Chapter 5, Article 1 of the California Government Code establishes a procedure for the exercise of powers common to the contracting parties where those parties are within the definition of the term “public agency”; and
- (2) The parties hereto desire to enter into a Joint Powers Agreement for the purposes of collecting, storing, and maintaining data necessary to the assessment functions performed by the California County Assessors (“Participating Assessors”), each of which is an officer and agent of his or her respective county; and if the BOE participates in this Agreement, the “Participating Parties”
- (3) Under the provisions of Revenue and Taxation (“R&T”) Code Sections 441-454 and 480-484, a county assessor has authority to gather confidential information from property owners necessary and relevant to the determination of the fair market value of property for purposes of property taxation within that assessor’s county; and
- (4) The parties have agreed to enter into this Agreement to gather and distribute formatted data, through electronic media, based on relevant BOE and Assessor approved forms; to share in the development and ownership of the common data handling facility for purposes of property tax assessment and administration; and to share the associated costs and liabilities directly related to this purpose, among the parties on a proportionate basis as set forth herein below so that no party’s liability is increased by this project; and
- (5) e-Forms data collected pursuant to this Agreement will not be shared between the parties except as authorized by the R&T Code; and each Assessor’s data is to be maintained separate and distinct to the individual county of each Assessor as provided by R&T Section 408, 451 and 481; and
- (6) By this Agreement, the parties do not intend to create an agency or entity separate from the parties themselves.

NOW, THEREFORE, in consideration of the mutual promises of performance set forth herein, the parties agree as follows:

1. TERM. The term of this Agreement is from March 1, 2013 through and including June 30, 2016, a period of 40 months. However, for funding consideration this is a year-to-year agreement and is based on the availability of funds from the participating jurisdictions. This agreement may be continued based on the consent of the Participating Parties for one (1) additional year. After this initial period this agreement will be reviewed and adjusted as necessary to recognize the permanent and annual business of using forms and e-Forms to collect and handle information and data.
2. ADMINISTRATION.
 - a. This Agreement shall be administered by the Coordinating Assessor. The Participating Parties, by majority vote, shall select and designate the Coordinating Assessor. The Coordinating Assessor shall be responsible for obtaining a provider for the following services: development of a data gathering facility, servers, software, programs, reports, testing or other device(s) for the collection, term storage, backup, upload, download, and security of data records related to, but not limited to, the BOE forms; coordination and performance of work to support the collection device(s); review, evaluation and proposal of system software and hardware to assist the Participating Parties to meet the objectives of the Agreement; preparation of a report detailing the results of their work at least annually, but quarterly for the first year; development and distribution of communication links for the distribution of the data related to each Participating Parties. In obtaining a provider for these services, the Coordinating Assessor shall comply with all applicable state procurement laws as well as all procurement policies adopted by the Board of Supervisors in the Coordinating Assessor's county.
 - b. The participating parties recognize that the costs associated with this agreement are shared costs approximately according to current e-Forms volume as detailed in Exhibit A. The participating parties further acknowledge that they are paying for the use of the e-Forms product through a cost structure related to development and support costs.
 - c. The BOE and the California Assessor's Association (CAA) forms committee are coordinating participants in this Agreement.

3. PAYMENT FOR PERFORMANCE. The Coordinating Assessor is authorized to dedicate the following funds as compensation to the provider of services under this Agreement:
- a. System Hardware and Software – not to exceed \$15,000
This is a one-time cost.
 - b. e-Form Software Development – up to \$335,000
This is a one-time cost.

and the combined costs of “a.” and “b.” not to exceed \$350,000
 - c. Annual System Operation costs – not to exceed (TBD)
This is a recurring annual cost.

Nothing in this Agreement shall limit or prohibit the ability of a Participating Party from receiving extra data support services that are beyond the scope of this Agreement. A Participating Party, and his or her respective jurisdiction, who obtains extra data support services (rate sheet services) that may be related to but are beyond the scope of this Agreement shall be solely responsible for the payment of such extra work.

4. PARTICIPATING PARTIES’ SHARE OF COSTS. The respective development and ongoing support share of the costs of services under this Agreement to be paid by the Participating Parties’ jurisdiction is as follows:
- a. Development Costs: As provided for in Exhibit A under “e-Forms Development Cost Sharing Allocation Plan.”
 - b. Ongoing/annual systems support and services costs: For the first year, as provided in Exhibit A under “Annual Costs” and as provided under Section 4(e). For subsequent years, as provided in Section 4(e).
 - c. Each Participating Party shall deposit his or her Jurisdictions’ invoiced share of the total development and first year’s annual support costs of this Agreement, in a project account to be established in the name of Coordinating Assessor, within thirty (30) days of the effective date of this Agreement. Disbursements from this account shall be made only with the approval of the Coordinating Assessor, and as the development work is completed and approved by the Coordinating Assessor (Progress Payments). Should there be any remaining funds from the development costs, these funds would roll over to be a part of the annual systems support and services cost funds. The Coordinating Assessor shall return any remaining principal and any accrued interest in the account upon completion of the term and the services to be rendered under this Agreement, in excess of account fees, to the Participating Parties’ Jurisdiction in proportion to the amount each contributed.

- d. The Coordinating Assessor shall provide to the Participating Parties copies of all billings submitted by and all payments made to any provider of services under this Agreement. Payment of any unquestioned bill or item from a bill shall be made within sixty (60) days of receipt by the Coordinating Assessor.
 - e. The annual costs and any adjustments and/or enhancement costs to meet the requirements of filing and collecting data and information related to the e-Forms will be reviewed by the Coordinating Assessor, shared with Participating Parties, and adjusted annually as provided for in Exhibit B. Each party will be responsible for any annual costs and any adjustments and/or enhancement costs to meet the requirements of filing and collecting data and information related to the e-Forms in the same proportion as its share of the Annual Costs listed in Exhibit A.
5. RECORDS RETENTION. The individual e-Forms data (the “assessor records”) shall be stored on-line for a term of three (3) years, and each Participating Party will provide notice to the Coordinating Assessor in year three (3) to establish a single procedure with input from the Participating Assessors for the disposition of these records. This section shall survive the termination of this Agreement.
6. ASSESSOR RECORDS.
 - a. Data collected pursuant to this Agreement will not be shared between the parties except as authorized by the R&T Code; and each Assessor’s data is to be maintained separate and distinct to the individual county of each Assessor as provided by R&T Section 408, 451 and 481.
 - b. The Coordinating Assessor shall require that any provider of services contemplated by this Agreement shall agree that records, data, information, materials, and forms are the property of the Assessors at all times and to maintain the confidentiality of all Assessor and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by the provider(s) and its staff, agents and employees.
7. TERMINATION. Any party hereto may withdraw from this Agreement upon giving sixty (60) days written notice to each of the other parties hereto. The Participating Parties recognize that the obligations and debts under this Agreement are part of a whole and they are incurred annually. Any obligations or debts incurred hereunder shall become immediately due and payable by the withdrawing party. The withdrawing party shall not be entitled to a refund or credit for any sums paid under this Agreement. As to the impact on the distribution of annual costs, the Participating Parties may adjust or redistribute these costs as prescribed by Exhibit B. Notwithstanding the Agreement term

stated in Section 1 hereof, the addition or deletion of any party to this Agreement shall not affect this Agreement nor the intent to contract as described above with the other parties to the Agreement then remaining.

8. INDEMNIFICATION.

- a. Except as provided in Section 8(b) of this Agreement, in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities, incurred by a party shall not be shared pro rata, but instead the parties agree that, pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. Except as provided in Section 8(b), no party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto or any provider of services, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement. It is further understood and agreed the indemnification herein extends to and includes liability of the parties for private attorney general fee awards and liability which arise by operation of law as the result of any act, omission or occurrence related to this Agreement, or which arise from the work performed relative to this Agreement.
- b. For any claim, expense, cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions of the Coordinating Assessor, the parties agree that all losses and liabilities for such claim, expense, or damage shall be shared by the Participating Parties in the same proportion to each party's cost contribution as set forth in Section 4 of this Agreement.
- c. Should the legality of this Agreement be challenged in any way, the parties shall share the costs of defense, litigation and any damages award in the same proportion as the Participating Parties share of the cost contribution as set forth in Section 4 of this Agreement.

9. COOPERATION OF PARTIES. The Participating Parties recognize that it is essential to cooperate fully concerning the handling of data and information contemplated by this Agreement. In connection with this Agreement, the parties

agree to provide any data, information, and documentation reasonably necessary to the performance of this Agreement.

10. MODIFICATION. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on any of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the parties in writing.
11. SUCCESSORS AND ASSIGNS. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.
12. REVIEW FOR LEGAL ADEQUACY. Each party to this Agreement acknowledges and agrees that this Agreement has been reviewed by each party's respective legal counsel for legal adequacy.
13. WAIVER. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by any party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of any party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.
14. SEVERABILITY PROVISION. If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
15. SIGNATURE IN COUNTERPARTS. This Agreement may be executed in counterparts by all parties. The Agreement is effective as to any signatory party on execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

(Participating Assessors Signature Page Following)

PARTICIPATING ASSESSORS
(Signatures – Reference Section 15, Page 6)

By:	_____	By:	_____
	County of Alameda		County of Alpine
By:	_____	By:	_____
	County of Amador		County of Butte
By:	_____	By:	_____
	County of Calaveras		County of Colusa
By:	_____	By:	_____
	County of Contra Costa		County of Del Norte
By:	_____	By:	_____
	County of El Dorado		County of Fresno
By:	_____	By:	_____
	County of Glenn		County of Humboldt
By:	_____	By:	_____
	County of Imperial		County of Inyo
By:	_____	By:	_____
	County of Kern		County of Kings
By:	_____	By:	_____
	County of Lake		County of Lassen
By:	_____	By:	_____
	County of Los Angeles		County of Madera

Participating Assessors (Continued)
(Signatures – Reference Section 15, Page 6)

By: _____ County of Marin	By: _____ County of Mariposa
By: _____ County of Mendocino	By: _____ County of Merced
By: _____ County of Modoc	By: _____ County of Mono
By: _____ County of Monterey	By: _____ County of Napa
By: _____ County of Nevada	By: _____ County of Orange
By: _____ County of Placer	By: _____ County of Plumas
By: _____ County of Riverside	By: _____ County of Sacramento
By: _____ County of San Benito	By: _____ County of San Bernardino
By: _____ County of San Diego	By: _____ County of San Francisco
By: _____ County of San Joaquin	By: _____ County of San Luis Obispo

Participating Assessors (Continued)
(Signatures – Reference Section 15, Page 6)

By: _____ County of San Mateo	By: _____ County of Santa Barbara
By: _____ County of Santa Clara	By: _____ County of Santa Cruz
By: _____ County of Shasta	By: _____ County of Sierra
By: _____ County of Siskiyou	By: _____ County of Solano
By: _____ County of Sonoma	By: _____ County of Stanislaus
By: _____ County of Sutter	By: _____ County of Tehama
By: _____ County of Trinity	By: _____ County of Tulare
By: _____ County of Tuolumne	By: _____ County of Ventura
By: _____ County of Yolo	By: _____ County of Yuba

BOE
(Signatures – Reference Section 15, Page 6)

By:

Name and Title for the BOE

EXHIBIT A

e-Forms DEVELOPMENT COST SHARING ALLOCATION PLAN (ESTIMATES)

	COUNTY #	COUNTY	Total Roll Units	% of Total	Proposed Costs 1st Year	Proposed Costs 2nd Year	Proposed Costs 3rd Year	Annual Cost Estimate
1	19	Los Angeles	2,774,973	20.9%	\$ 23,600	\$ 23,600	\$ 13,900	
2	30	Orange	1,081,026	8.1%	\$ 9,200	\$ 9,200	\$ 5,300	
3	37	San Diego	1,060,371	8.0%	\$ 9,200	\$ 9,200	\$ 5,300	
4	33	Riverside	942,644	7.1%	\$ 8,300	\$ 8,300	\$ 4,400	
5	36	San Bernadino	820,494	6.2%	\$ 7,000	\$ 7,000	\$ 3,800	
6	43	Santa Clara	545,413	4.1%	\$ 4,400	\$ 4,400	\$ 2,500	
7	34	Sacramento	509,286	3.8%	\$ 4,100	\$ 4,100	\$ 2,400	
8	01	Alameda	485,408	3.7%	\$ 4,000	\$ 4,000	\$ 2,400	
9	15	Kern	422,080	3.2%	\$ 3,500	\$ 3,500	\$ 1,900	
10	07	Contra Costa	405,526	3.1%	\$ 3,300	\$ 3,300	\$ 1,900	
11	56	Ventura	302,395	2.3%	\$ 2,400	\$ 2,400	\$ 1,400	
12	10	Fresno	302,314	2.3%	\$ 2,400	\$ 2,400	\$ 1,400	
13	38	San Francisco	288,136	2.2%	\$ 2,400	\$ 2,400	\$ 1,400	
14	41	San Mateo	237,434	1.8%	\$ 1,800	\$ 1,800	\$ 900	
15	39	San Joaquin	233,391	1.8%	\$ 1,800	\$ 1,800	\$ 900	
16	49	Sonoma	218,210	1.6%	\$ 1,800	\$ 1,800	\$ 900	
17	40	San Luis Obispo	184,656	1.4%	\$ 1,300	\$ 1,300	\$ 600	
18	50	Stanislaus	179,454	1.4%	\$ 1,300	\$ 1,300	\$ 600	
19	31	Placer	172,209	1.3%	\$ 1,300	\$ 1,300	\$ 600	
20	48	Solano	154,390	1.2%	\$ 1,100	\$ 1,100	\$ 600	
21	42	Santa Barbara	148,253	1.1%	\$ 1,100	\$ 1,100	\$ 600	
22	27	Monterey	148,126	1.1%	\$ 1,100	\$ 1,100	\$ 600	
23	09	El Dorado*	141,543	1.1%	\$ 1,100	\$ 1,100	\$ 600	
24	21	Marin	107,566	0.8%	\$ 700	\$ 700	\$ 600	
25	04	Butte	107,297	0.8%	\$ 700	\$ 700	\$ 600	
26	44	Santa Cruz	106,841	0.8%	\$ 700	\$ 700	\$ 600	
27	45	Shasta	105,903	0.8%	\$ 700	\$ 700	\$ 600	
28	24	Merced	94,628	0.7%	\$ 500	\$ 500	\$ 500	
29	12	Humboldt	83,364	0.6%	\$ 500	\$ 500	\$ 500	
30	13	Imperial	82,895	0.6%	\$ 500	\$ 500	\$ 400	
31	57	Yolo	67,049	0.5%	\$ 300	\$ 300	\$ 300	
32	29	Nevada	64,429	0.5%	\$ 300	\$ 300	\$ 300	
33	23	Mendocino*	63,787	0.5%	\$ 300	\$ 300	\$ 300	
34	20	Madera	63,410	0.5%	\$ 300	\$ 300	\$ 300	
35	16	Kings	58,123	0.4%	\$ 300	\$ 300	\$ 300	
36	28	Napa	57,915	0.4%	\$ 300	\$ 300	\$ 300	
37	05	Calaveras	48,838	0.4%	\$ 200	\$ 200	\$ 200	
38	47	Siskiyou	48,109	0.4%	\$ 200	\$ 200	\$ 200	
39	55	Tuolumne	42,685	0.3%	\$ 200	\$ 200	\$ 200	
40	51	Sutter	41,514	0.3%	\$ 200	\$ 200	\$ 200	
41	52	Tehama	36,499	0.3%	\$ 200	\$ 200	\$ 200	
42	58	Yuba	31,915	0.2%	\$ 200	\$ 200	\$ 200	
43	25	Modoc	28,743	0.2%	\$ 200	\$ 200	\$ 200	
44	03	Amador	26,696	0.2%	\$ 200	\$ 200	\$ 200	
45	18	Lassen	24,965	0.2%	\$ 200	\$ 200	\$ 200	
46	35	San Benito	21,530	0.2%	\$ 200	\$ 200	\$ 100	
47	26	Mono*	20,547	0.2%	\$ 200	\$ 200	\$ 100	
48	14	Inyo	20,415	0.2%	\$ 200	\$ 200	\$ 100	
49	08	Del Norte	16,403	0.1%	\$ 200	\$ 200	\$ 100	
50	06	Colusa	15,828	0.1%	\$ 200	\$ 200	\$ 100	
51	53	Trinity*	15,672	0.1%	\$ 200	\$ 200	\$ 100	
52	22	Mariposa	14,757	0.1%	\$ 200	\$ 200	\$ 100	
53	46	Sierra	4,950	0.0%	\$ 200	\$ 200	\$ 100	
54	32	Plumas	1,216	0.0%	\$ 200	\$ 200	\$ 100	
55	02	Alpine	No Response	N/A	\$ 200	\$ 200	\$ 200	
56	11	Glenn	No Response	N/A	\$ 200	\$ 200	\$ 200	
57	17	Lake	No Response	N/A	\$ 200	\$ 200	\$ 200	
58	54	Tulare	No Response	N/A	\$ 200	\$ 200	\$ 200	
TOTALS:			13,282,221	100.0%	\$ 108,000	\$ 108,000	\$ 64,000	TBD

PROPOSED ALLOCATION:	ASSESSORS	BOE	TOTAL
TOTAL FIRST YEAR COSTS**:	\$ 108,000	\$ 27,000	\$ 135,000
TOTAL SECOND YEAR COSTS:	\$ 108,000	\$ 27,000	\$ 135,000
TOTAL THIRD YEAR COSTS:	\$ 64,000	\$ 16,000	\$ 80,000
	\$ 280,000	\$ 70,000	\$ 350,000

* Roll Units from prior year report

** Includes hardware: \$15,000

Source: BOE Workload Statistics 2010/11 (LTA 2012/2013)

Revised: 10/30/2012

ATTACHMENT TO EXHIBIT A
e-Forms DEVELOPMENT SCOPE of WORK (OVERVIEW)

Phase 1 (by 1st Quarter 2014)

Smart PDFs

- Initial Planning & Analysis
- Website Fundamentals – Design & Setup
- Website Database Basics
- Website Construction
- Website Intelligence – Business Rules & Logic
- Create Smart fillable PDFs
- Create Smart county header customization
- Quality review, testing and implementation by January 2014.

Phase 2 (by 1st Quarter 2015)

Online HTML Forms

- Planning, Analysis & Design
- Website online forms framework
- Website Database expansion to collect and distribute HTML forms data
- Website HTML forms construction
- Website adjustments – UI, business rules, logic
- HTML to PDF conversion engine
- Develop format for standard data record

Phase 3 (by 1st Quarter 2016)

County Interfaces Framework

- Provided structure for counties to download data streams for each online HTML form
- Website Database expansion to support county data storage, inquires, dashboard and reports
- Website UI – county forms management, taxpayers & systems administration
- Website county interface adjustments
- Encryption of remaining four (4) forms with social security numbers

EXHIBIT B

COST(S) ADJUSTMENTS PARTICIPATING PARTIES

This Cost(s) Agreement Exhibit is for the development services of e-Forms, and for designating the year-to-year support services specifically related to the purposes of the overall e-Forms Agreement.

This exhibit may be used to amend or adjust these costs subject to the provisions as provided in the Agreement.

- A. **ADJUSTMENT AND/OR ENHANCEMENT COSTS:** (Shared Costs)
- B. **RATE SHEET SERVICES:** (If provided for by the agreement)
- C. **ANNUAL ASP SERVICES:** (Shared Costs)



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: Sonoma County Board of Supervisors

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): General Services Facilities Development and Management

Staff Name and Phone Number:

Mark DeBacker

Supervisorial District(s):

Three

Title: Psychiatric Emergency Services (PES) Delayed-Egress, Consultant Contract

Recommended Actions:

Authorize the Chair of the Board to execute a consulting contract with The Design Partnership, LLP (TDP) for code verification, design, construction documents and construction administration services for Phase 2 of the Psychiatric Emergency Services (PES) delayed-egress controls project. Total lump sum cost, \$36,250.

Executive Summary:

The County of Sonoma provides emergency psychiatric services at the Norton Center in the Chanate Complex. Recently, concern was raised about individuals on evaluative holds leaving the PES facility without authorization. In response to these concerns the Department of Health Services (DHS) conducted a full review of PES operations and facility to identify opportunities to improve quality, safety, and security. DHS worked with General Services to provide a cost-effective solution to improve security of the unit and reduce unauthorized patient departures. Several options were reviewed that would augment additional security personnel DHS previously provided at the facility. Several actions were immediately implemented by DHS including augmenting the training and number of security staff, authorizing security staff to work in a more integrated manner with PES staff and clients, completing first and second phase client management training for PES contract security guards, and installation of proximity card readers.

Additional options reviewed included the installation of delayed exiting hardware on the primary exit doors, controlled exiting that would require staff to “buzz” people in and out of the unit, and a secure perimeter fence that would further restrict patients from leaving the grounds of the Norton Center. The delayed exiting hardware option was selected as it addresses the issues in the most cost effective manner, keeping patient care and security a priority, and is in keeping with long term County goals.

The delayed exiting hardware will notify staff that someone is attempting to exit the facility and allow them to respond, while the prox card controls will allow staff to bypass the system as needed. The first

phase of this option, the initial prox card control installation was completed at end of January. The remainder of the solution, the installation of delayed egress door hardware and required modification of the fire alarm system, will impact the “exiting” requirements for the facility as defined by the building and fire codes. Therefore, the assistance of a consultant familiar with both mental health facility mandates and building and fire codes is needed to prepare permit documents. As the proposed security improvements have the potential to trigger code requirements related to detention if not designed carefully, familiarity with detention occupancies and related regulations would also be beneficial to the project. The goal is to ensure that the project work scope complies with the requirements for safe “exiting” while still meeting PES mandates without triggering regulations that would require additional improvements affecting operations and increasing project costs.

Consultant Selection:

Three architectural firms with mental health/detention experience were contacted:

- TLCD, Santa Rosa
- The Design Partnership, LLC, San Francisco
- HOK, San Francisco

Based on information provided by these three firms, The Design Partnership, LLP. (TDP) was found to be the most qualified firm for this project as they had recently completed a mental health facility in San Jose for the Veteran’s Administration with similar exit control requirements. TDP also demonstrated desirable detention experience, having designed the Sonoma County Juvenile Justice Center. TLCD did not have similar direct mental health facility experience, or relevant detention experience. HOK chose not to submit a proposal for the project.

Based on the above determination, staff entered into fee negotiations with TDP for design and construction administrative services. The scope of work to be performed by TDP includes:

1. Design of delayed-egress systems and integration of controls with other building systems.
2. Design of upgraded fire alarm systems and programming as required to support new controlled egress system.
3. Design of video arrival/departure monitoring system to support PES operations.
4. Design modifications to exits as required complying with American with Disabilities Act.
5. Prepare construction documents for permit.
6. Construction Administration services.

A fee of \$36,250 was negotiated for design, construction documents and construction administration services. Based on fees for similar services on recent projects, Staff found this fee to be fair and reasonable for the scope of services provided. These fees are within the approved project budget. The improvements are scheduled to be complete prior to July 1, 2013.

Prior Board Actions:

1/29/12 Receive update and informational report regarding Crisis Stabilization Psychiatric Emergency Services

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Enhance the safety of the community, clients and staff by limiting the free movement of clients who are best cared for by the services within the PES facility.			
Fiscal Summary - FY 12-13			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 36,250.00	County General Fund	\$ 36,250.00
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 36,250.00	Total Sources	\$ 36,250.00
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:			
Related Items "On File" with the Clerk of the Board:			
The Design Partnership contract #2631, four (4) originals.			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): General Services / Health Services

Staff Name and Phone Number:

Gene Clark, 707-565-2977

Supervisorial District(s):

All

Title: License renewal for the Goodwill Wellness Center

Recommended Actions:

1. Authorize the General Services Director, or his Deputy, to execute an amendment to the license agreement with Goodwill Industries of the Redwood Empire, to extend the term for an additional four years to January 31, 2016, for use of approximately 7,300 sq. ft. of office space, and use of a garden space consisting of approximately 200 sq. ft. of land, located at 3400 Chanate Road, Santa Rosa, CA.
2. Make findings as required by section 26227 of the Government Code that the proposed license agreement is necessary to meet the social needs of the population of the County and that the County does not need the Premises during the term of the license agreement.

Executive Summary:

General.

On December 18, 2006, the County of Sonoma Department of Health Services ("D.H.S.") entered into a mental health provider agreement ("Service Agreement") with the Goodwill Industries of the Redwood Empire ("G.I.R.E.") to provide a wellness recovery and support program for clients identified in the Mental Health Services Act Plan ("MHSA"), which population includes transition-age young adults, adults, older adults with serious mental illness, and consumer and family organizations. The Service Agreement expires June 30, 2013, and D.H.S. will be extending the Service Agreement for an additional 2 years through June 30, 2015.

Subsequently, on March 19, 2007, the County granted a license agreement ("License") to G.I.R.E. for use of approximately 7,300 sq. ft. of office space, together with use of a garden area consisting of approximately 200 sq. ft. of land, all located at 3400 Chanate Road, Santa Rosa to operate the "Goodwill Wellness Center." The term of the License expired on January 31, 2012, and G.I.R.E. has been holding over on a month-to-month basis. D.H.S. and G.I.R.E. wish to amend the License in order to extend the license term through January 31, 2016.

Public Interest. Section 26227 of the Government Code allows the County to extend the term of the License, provided the Board makes a finding that the Agreement is necessary to meet the social needs of the population of the County and that the County does not need the Premises during the term of the license. The provision of the License enables G.I.R.E. to meet the social needs of the county. Through the Goodwill Wellness Center, clients are able to access peer support, participate in recreation and socialization activities, and access resources and community networks. In addition, clients acquire life skills such as cooking, develop consumer-run/operated businesses, participate in a community garden, explore alternative treatment options, have access to employment assistance, volunteer opportunities and work experience. The County does not need the Premises because there is no other proposed use for the Premises by the County during the term of the license, which is currently occupied by G.I.R.E.

Staff recommends that the Board authorize the General Services Director, or his Deputy, to execute the proposed amendment. Department of Health Services staff have reviewed this request and concur with General Services.

Prior Board Actions:

12/14/2010 – Funded improvements to wellness center.

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

The License provides needed space for the operation of the Goodwill Wellness Center, which provides recovery and remedial services to clients identified through the Mental Health Services Act.

Fiscal Summary - FY 12-13

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

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):			
Attachments:			
Copy of proposed amendment.			
Related Items "On File" with the Clerk of the Board:			

**FIRST AMENDMENT TO
REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES**

This First Amendment ("First Amendment"), dated as of _____, 20____ ("Effective Date"), is by and between the COUNTY OF SONOMA, a political subdivision of the State of California ("County"), and GOODWILL INDUSTRIES OF THE REDWOOD EMPIRE, a California non-profit corporation ("Licensee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

R E C I T A L S

WHEREAS, County and Licensee entered into that certain Mental Health Provider Agreement dated December 18, 2006, as amended ("Service Agreement"); and

WHEREAS, pursuant to the Service Agreement, Licensee provides a wellness program for adults referred by County's Department of Health Services; and

WHEREAS, County and Licensee entered into that certain Revocable License Agreement dated March 19, 2007 ("Agreement"), for use of approximately seven thousand three hundred (7,300) sq. ft., together with use of a garden area consisting of approximately two hundred (200) sq. ft. of land, all located at 3400 Chanate Road, Santa Rosa, California ("Premises") and the term of the License expired on January 31, 2012; and

WHEREAS, County and Licensee desire to amend the Agreement in order to: extend the term, and provide for certain other terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the continued use of the Premises, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

A G R E E M E N T

1. The foregoing recitals are true and correct and are hereby incorporated and made a part of this First Amendment.

2. Effective as of the Effective Date of this First Amendment, the Agreement is modified as follows:

A. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“4. The term of this Agreement shall be nine (9) years commencing on February 1, 2007 (“ Commencement Date”), and expiring at midnight on January 31, 2016, unless earlier terminated in accordance with Section 23 below. Notwithstanding anything contained in this Agreement to the contrary, in the event the Service Agreement expires or is otherwise terminated, this Agreement shall automatically terminate effective the date the Service Agreement expires or terminates.”

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

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

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

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

Licensee: GOODWILL INDUSTRIES OF THE
REDWOOD EMPIRE, a California non-profit
corporation

By: _____
Mark Ihde , President and CEO

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

By: _____
José Obregón, Director
General Services Department

The General Services Director, or his Deputy, is authorized to execute this Amendment, pursuant to the Board of Supervisors' Resolution/Summary Action_____.

APPROVED AS TO FORM
FOR COUNTY:

David McFadden
Deputy County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

Rita Scardaci, Director
Health Services Department

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by:_____ Date:_____
Michael K. Wagner, Real Estate Manager



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): General Services / Human Services

Staff Name and Phone Number:

José Obregón, General Services, 707-565-2977

Supervisorial District(s):

All

Title: Lease expansion and new lease for Human Service Department / Family Youth & Children Division – Adoption program

Recommended Actions:

1. Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease amendment with A.J. Ventures, Inc. (Landlord), to expand the leased premises by approximately 7,547 sq. ft., for an initial rate of \$1.64 per sq. ft. per month (approximately \$12,377.00 per month or \$148,525.00 per year), which is subject to adjustment as more particularly described in said amendment, for nine years plus options, in the building located at 1202 Apollo Way, Santa Rosa, CA; and
2. Authorize the General Services Director, or his Deputy, to execute a letter-agreement whereby the Landlord will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed amendment by the Board; and
3. Authorize the General Services Director, or his Deputy, to execute a license agreement with Mercury Way LLC (Mercury Landlord), subject to County Counsel approval, for approximately 5,000 sq. ft., for a rental rate of \$1.80 per month (approximately \$9,000.00 per month), for use as temporary office space to accommodate the Public Adoptions Program staff for approximately five months, until tenant improvements have been completed for the above-noted lease expansion at 1202 Apollo Way, Santa Rosa, CA.

Executive Summary:

General. This matter involves a proposed lease expansion for the Human Services Department ("H.S.D.") Family Youth & Children ("F.Y.C.") Division. On August 23, 2011, your Board authorized the County to enter into a lease with CEP Investors VIII, LLC, predecessor-in-interest to A.J. Ventures, Inc., who is the current landlord ("Landlord"), for approximately 29,431 rentable sq. ft. of office space, in the building located at 1202 Apollo Way, Santa Rosa ("Premises"). The current lease expires on July 31, 2022.

New H.S.D. Public Adoptions Program. On December 11, 2012, the Board of Supervisors approved the County to assume responsibility of the Public Adoptions Program effective July 1, 2013, to be administered by the H.S.D. - F.Y.C. Division. Ten additional full-time equivalent (“FTE”) social work, supervisory and support staff positions were approved to facilitate the new program. This staff is currently going through the recruitment process, and are anticipated to begin work on May 15, 2013. They will be responsible for working with potential adoptive families, ensuring good matches between children and adoptive families, moving adoptions through the legal system, and maintaining child safety and well-being throughout the adoption process. This staff must be in place in order for the Public Adoptions Program to be implemented as scheduled on July 1, 2013.

In addition to the above-noted 10 FTE staff positions for the Public Adoptions Program, 10 additional FTE staff positions will be occupying the expansion space to provide services as part of the Children’s Safe, Intact Families (C.S.I.F.) and Together to Engage, Act and Motivate (T.E.A.M.) initiatives approved by the Board on November 13, 2012.

H.S.D. wishes to lease additional office space comprising approximately 7,547 rentable sq. ft. (“Expansion Space”), located within the same building as the existing Premises, to accommodate the addition of these 20 FTE staff positions, and to provide conference rooms and storage space necessary for its Public Adoptions Program and staffing. Please see the attached floor plan, Attachment 1.

Proposed Lease Expansion. According to the terms of the proposed lease amendment, the occupancy date would occur on or about October 15, 2013, after a 30-day fixturing period. Based on experience in other recent lease negotiations, General Services’ staff finds the Based rental rate of \$1.64 per sq. ft. to be a fair rate and in alignment with the market. The base rental rate for the Expansion Space would be annually adjusted, using the Consumer Price Index, but in no case would rent be increased more than 3% per annum. Please see Attachment 2 for a summary of lease terms proposed by the Landlord through the negotiation process.

Lease Concessions. The Landlord proposes to: (1) provide two months’ free rent for the Expansion Area at 1202 Apollo Way (or \$12,377.00 per month); and (2) provide an allowance equivalent of two months’ free rent (or \$24,754.00) to construct tenant improvements in connection with the Expansion Space.

Proposed Letter Agreement: To expedite construction and facilitate efforts to have the Expansion Space at 1202 Apollo Way ready as early as possible for the proposed Adoption Program staff proposes a letter-agreement whereby the Landlord will proceed with construction drawings and permit applications during the public noticing period required by the California Government Code, provided the County guarantees reimbursement of these costs, in an amount not to exceed \$50,000, should the Board of Supervisors not approve the proposed lease amendment on or before June 1, 2013. In the event the County executes the proposed lease amendment on or before June 1, 2013, the County will have no obligation to reimburse Landlord for these costs as they are a landlord responsibility under the proposed lease amendment. The letter-agreement is proposed and endorsed by the occupying Department as a means to attain the targeted occupancy date of October 15, 2013. Please see Attachment 3 for a copy of the proposed letter-agreement.

Proposed Interim, Short-Term Facility: As tenant improvements for the Expansion Space at 1202 Apollo Way will not be completed and the space will not be available for occupancy until approximately

October, 2013, staff negotiated a short-term, interim license agreement with Mercury Way LLC (“Mercury Landlord”) in order to accommodate 10 FTE staff associated with the Public Adoptions Program. Starting in May 2013 Adoptions Program staff will occupy the interim space comprised of approximately 5,000 sq. ft., and located at 2235 Mercury Way, Santa Rosa (“Mercury Premises”). Please see Attachment 6. Staff has negotiated a five-month license for the period of May 2013 through September 2013, for a rate of \$1.80 per month (\$9,000.00 per month), or \$45,000.00 for the term of the license agreement. The Mercury Landlord has agreed to provide furniture for the space, and the minor tenant improvements necessary to prepare the space for interim occupancy (re-keying). County may terminate the license with 30-days’ prior notice to the Landlord. It is County’s intention to move the Adoptions Program staff into the Expansion Space at 1202 Apollo Way on or about October 15, 2013, after the 30-day fixturization period.

Funding. Funding for the rent and utilities for both the Expansion Space at 1202 Apollo Way, Santa Rosa and the interim short-term office space at 2235 Mercury Way, Santa Rosa is included in the H.S.D. FY 2013-2014 Budget. Funding for the tenant improvements, less the landlord concessions, are included in a capital projects account dedicated to Human Services improvement costs. The additional space being leased provides immediate adjacency between the new program and related H.S.D. operations already existing in this facility, consistent with service delivery principles promoted by the Comprehensive County Facilities Plan (C.C.F.P.). Longer term, all programs in this facility would be considered for centralized consolidation with additional related Human and Health Services programs. The allocation of total lease space proposed here was screened against C.C.F.P. space guidelines and found to be in conformance with recommended space utilization targets.

This matter will return to the Board at 8:30 A.M. on May 7, 2013, for possible consummation of the proposed lease amendment for 1202 Apollo Way, Santa Rosa, CA.

Prior Board Actions:

08/23/11—Authorized the General Services Director, or his Deputy, to execute a Lease with CEP Investors VIII, LLC; and to approve change orders to the leasehold improvement agreement attached to said Lease.

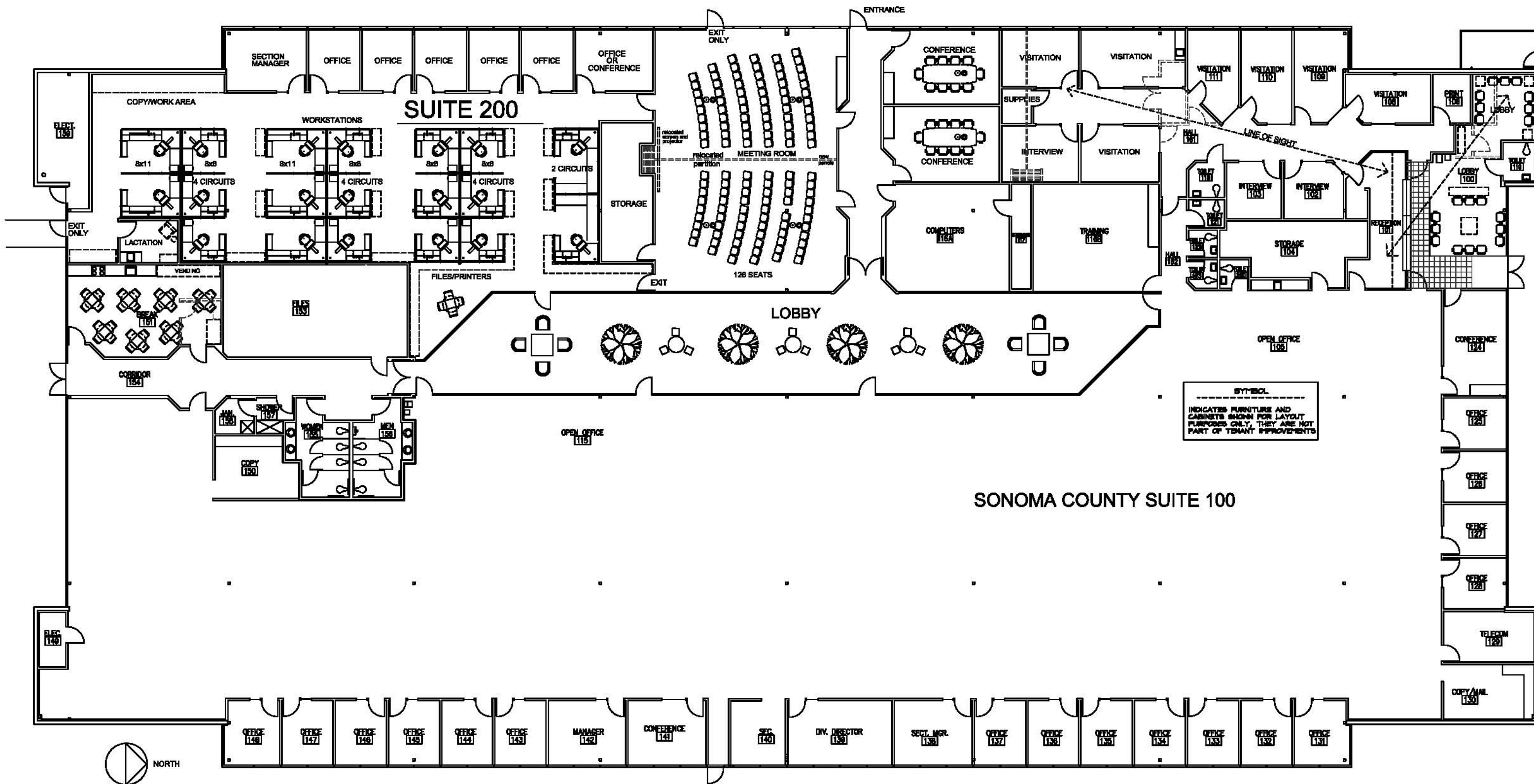
07/12/11—Declared intent to enter into subject lease with CEP Investors VIII, LLC; authorized the General Services Director, or his Deputy, to execute a letter-agreement whereby the Landlord would prepare architectural drawings and apply for building permits prior to execution of the proposed lease; and authorized the Real Estate Manager to terminate the existing lease for 1747 Copperhill Parkway, Santa Rosa.

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

The proposed lease expansion allows the H.S.D. F.Y.C. to provide space for additional program services to include Public Adoptions Services, within the same building as its current Premises, which is close to its client base which is centered around southwest Santa Rosa. The proposed interim license agreement will allow H.S.D. F.Y.C. to provide services immediately beginning May 15, 2013, pending completion of the tenant improvements for the expansion space at 1202 Apollo Way, Santa Rosa.

Fiscal Summary - FY 12-13			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (If Required):			
<p>The total rental cost for the interim license agreement at 2235 Mercury Way will be approximately \$45,000.00, which includes PGE, water and sewer utility costs. The fiscal impact for FY12-13 will be approximately \$18,000.00 (\$9,000.00 X 2 months, May and June, 2013). The proposed move-in date for the Expansion Space is anticipated to be October 15, 2013, with no resultant increase in monthly lease rent for the Fiscal Year 2012-2013.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>Attachment 1 - preliminary floor plan – 1202 Apollo Way Attachment 2 - proposed lease terms – 1202 Apollo Way Attachment 3 - letter agreement – 1202 Apollo Way Attachment 4 - public notice request Attachment 5 - copy of proposed lease amendment Attachment 6 - floor plan – 2235 Mercury Way Attachment 7 - copy of proposed license agreement.</p>			
Related Items “On File” with the Clerk of the Board:			
<p>Copy of proposed lease amendment for 1202 Apollo Way; copy of proposed license agreement for 2235 Mercury Way.</p>			

7,547 RSF



SYMBOL
 INDICATES FURNITURE AND CABINETS SHOWN FOR LAYOUT PURPOSES ONLY, THEY ARE NOT PART OF TENANT IMPROVEMENTS

1202 APOLLO WAY
 SONOMA COUNTY FY&C

1-24-13 rev2
 1-23-13 rev1
 1-17-13

Attachment 2

Proposed New Facility Lease Terms

- Premises:** Approximately 7,547 rentable sq. ft. of improved expansion space in a single-story building commonly known as 1202 Apollo Way, in the City of Santa Rosa. (Please see the attached preliminary floor plan.)
- Parking:** Parking is available for use by County, free of charge in the parking areas associated with the building. There is also street parking along Apollo Way and Mercury Way.
- Initial Term:** 9 years, with two, 5-year options to extend the term.
- Rental Rate:** \$1.64 per sq. ft. per month, full-service. In addition to the rent, County is responsible for water/sewer, gas and electricity expense.
- Rental Adjustment:** The rental rate is increased on the first anniversary of the lease year by the CPI rate for the Oakland-San Francisco-San Jose area, with a maximum of three percent (3%) per annum.
- Concessions:** The landlord will provide two months' of rent abatement (\$24,754) upon substantial completion of the tenant improvements for the expansion space. In addition, landlord provides a moving allowance equal to two months' rent (\$24,754), paid upon lease amendment execution to County.
- Tenant Improvements:** The premises will be constructed by landlord on a turn-key basis to meet the specific requirements of F.Y.C., based on construction drawings and specifications which will be finalized and presented to the Human Services Director and the General Services Director for approval before construction.
- Cancellation Option:** The County has the right to cancel the lease for the expansion portion of the premises, upon notice and upon payment of unamortized tenant improvements, lease concessions, legal fees and brokerage commissions, if: (a) the County Board of Supervisors or the State of California fails to appropriate sufficient funds for the rental of the property; (b) the County Board of Supervisors or the State of California discontinues, in whole or in part, the program; (c) the funding, whether County, State or Federal, for the program is reduced or withdrawn; or for any other reason.

Attachment 3

April 10, 2013

A.J. Ventures, Inc.
In c/o Simons & Woodard Inc.
Attn: Joan C. Woodard, President & CEO
100 Stony Point Road, Suite 180
Santa Rosa, CA 95401

Re: Proposed First Amendment ("Amendment") to Lease dated August 23, 2011 ("Lease") between A.J. Ventures, Inc., successor-in-interest to CEP Investors VIII LLC ("Landlord") and the County of Sonoma ("County") for premises located at 1202 Apollo Way, Santa Rosa, CA ("Premises")

Dear Ms. Woodard:

In order to expedite construction of the Premises as defined by the above-referenced proposed Amendment, County is willing to guarantee certain costs, as outlined below, provided that Landlord diligently proceeds with design of the Premises and applies for all applicable permits.

This guarantee is subject to the following conditions:

- (1) In the event the Amendment is executed by County on or before June 1, 2013, then this guarantee shall be of no force or effect, and County shall not be required to reimburse Landlord for any costs.
- (2) In the event the Lease is not executed by County on or before June 1, 2013, then County shall reimburse Landlord for actual costs incurred in preparing architectural design development and construction drawings based on the preliminary space plan attached to the Amendment; provided, however, that in no event shall County be required to reimburse Landlord in an amount greater than Fifty Thousand and No/100 Dollars (\$50,000.00), nor shall County be required to reimburse Landlord for any costs incurred after June 1, 2013.
- (3) In the event the Amendment is executed after June 1, 2013, then Landlord shall refund any monies received from County hereunder within thirty (30) days of the execution date of the Amendment.
- (4) This guarantee shall only be binding on County in the event it is executed by the General Services Director, or his Deputy.

Attachment 3

If you are in agreement with the terms of this guarantee, please have the appropriate person sign this letter where indicated below and return a copy of it to me.

Very truly yours,

Gene Clark
Deputy Director
County of Sonoma

“Landlord”: A.J. Ventures, Inc., a California corporation,
successor-in-interest to CEP Investors VIII
LLC, a Delaware limited liability company

By: _____

Date: _____

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

By: _____
José Obregón, Director,
General Services Department

Date: _____

**PUBLIC NOTICE
OF INTENT OF COUNTY
TO LEASE REAL PROPERTY**

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the Director of the Department of General Services, or his Deputy, to lease approximately seven thousand five hundred forty-seven (7,547) sq. ft. of improved office space, more or less depending on final configuration, situated in that certain office building ("Building") located at 1202 Apollo Way, Santa Rosa, California, for use by the Human Services Department Family, Youth & Children Division. The Board intends to lease the premises from A.J. Ventures, Inc., a California corporation, for the base monthly full service rental of One and 64/100 Dollars (\$1.64) per sq. ft. of office space, plus the cost of gas and electric utilities, said rental subject to increase as set forth in the proposed lease amendment, for a nine (9) year, two (2) month-term, commencing no later than thirty (30) days after completion of the tenant improvements by the landlord. Additional information regarding the proposed lease amendment is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403. The Board of Supervisors will meet on May 7, 2013, at 8:30 a.m. at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the lease.

Clerk of the Board of Supervisors

Public notice of the County's intention to lease the Property shall be published once a week for three successive weeks in accordance with Government Code Section 25350 and 6063.

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "**First Amendment**"), dated as of _____, 2013 (the "**Effective Date**"), is entered into by and between A.J. VENTURES, INC., a California corporation, successor-in-interest to CEP Investors VIII LLC, a Delaware limited liability company (hereinafter called "**Landlord**"), and the COUNTY OF SONOMA, a political subdivision of the State of California ("**Tenant**"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below), as amended. Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as a "party."

R E C I T A L S

WHEREAS, Landlord and Tenant entered into that certain Lease dated August 23, 2011 (the "**Lease**"), whereby Tenant leases a portion of the premises located at 1202 Apollo Way, Santa Rosa, California, consisting of approximately 29,492 rentable square feet (the "**Original Premises**"); and

WHEREAS, Tenant desires to amend the Lease in order to: (i) expand the Original Premises by approximately seven thousand five hundred forty-seven (7,547) rentable square feet (the "**Expansion Premises**" and, together with the Original Premises, collectively, the "**Premises**"); (ii) provide for the construction of certain tenant improvements in the Expansion Premises; (iii) specify rental payments with respect to the Expansion Premises; and (iv) amend the Lease in other respects, all as provided in this Amendment.

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

A G R E E M E N T

1. **Recitals.** The foregoing Recitals are true and correct.
2. **Adjustment to Rentable Square Footage of the Original Premises.** Tenant acknowledges that the Rentable Area of the Original Premises is 29,431 square feet. Effective as of the Effective Date, the foregoing Rentable Area figure shall be applied, prospectively, as to all matters in the Lease that are based on the Rentable Area of the Original Premises.
3. **Premises.** Section 1.1 of the Lease is hereby amended and restated in its entirety as follows:

“1.1 Lease of Premises. Landlord leases to Tenant and Tenant leases from Landlord those certain premises described in Exhibit A attached hereto and made a part hereof (the "Original Premises"), and Exhibit A-1 attached hereto and made a part hereof (the "Expansion Premises" and, together with the Original Premises, collectively, the "Premises"), which Premises are located in that certain single-story office building commonly known as 1202 Apollo Way, in the City of Santa Rosa, County of Sonoma (the "Building"). Subject to verification as provided in Subsection 1.4.2, (i) the Rentable Area (as defined in Section 1.4) and Usable Area (as defined in Section 1.4) of the Original Premises are twenty-nine thousand four hundred thirty-one (29,431) square feet and twenty-six thousand two hundred seventy-seven (26,277) square feet, respectively, (ii) the Rentable Area of the Expansion Premises is approximately seven thousand five hundred forty-seven (7,547) square feet, and (iii) the Rentable Area of the Building is thirty-six thousand nine hundred seventy-eight (36,978) square feet. The Building, the areas servicing the Building (including any adjacent parking structure and parking area), and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as Exhibit B) are sometimes collectively referred to as the "Real Property".”

4. Lease Term – Expansion Premises. The Lease Term with respect to the Expansion Premises shall commence on the Substantial Completion Date (as hereinafter defined) and shall end upon expiration of the Lease Term in accordance with Section 2.1 of the Lease.

5. Use of Expansion Premises. The following shall be added at the end of Section 3.1 of the Lease:

“The Expansion Premises shall be used only for office purposes, including, without limitation, use by the County of Sonoma Human Services Department – Adoption Division.”

6. Amendment of Base Rent Obligations.

A. Monthly Base Rent – Original Premises. The table setting forth the monthly Rent for the Original Premises in Section 4.1 of the Lease is hereby deleted and replaced with the following table:

	Monthly Rent / RSF (Rentable Square Feet)	Annual Rent / RSF (Rentable Square Feet)	Monthly Rent	Annual Rent
Commencement	\$1.72	\$20.64	\$50,621.32	\$607,455.84

Date – Last Day of 12 th Full Calendar Month of Lease Term				
13 th – 24 th Full Calendar Months of Lease Term	\$1.79	\$21.48	\$52,681.49	\$632,177.88
25 th – 36 th Full Calendar Months of Lease Term	\$1.86	\$22.32	\$54,741.66	\$656,899.92
37 th – 48 th Full Calendar Months of Lease Term	\$1.93	\$23.16	\$56,801.83	\$681,621.96
49 th – 60 th Full Calendar Months of Lease Term	\$2.05	\$24.60	\$60,333.55	\$724,002.60
61 st – 72 nd Full Calendar Months of Lease Term	\$2.12	\$25.44	\$62,393.72	\$748,724.64
73 rd – 84 th Full Calendar Months of Lease Term	\$2.19	\$26.28	\$64,453.89	\$773,446.68
85 th – 96 th Full Calendar Months of Lease Term	\$2.26	\$27.12	\$66,514.06	\$798,168.72
97 th – 108 th Full Calendar Months of Lease Term	\$2.33	\$27.96	\$68,574.23	\$822,890.76
109 th – 120 th Full Calendar Months of Lease Term	\$2.40	\$28.80	\$70,634.40	\$847,612.80

B. Monthly Base Rent – Expansion Premises.

i. From and after the date (the “**Expansion Premises Rent Commencement Date**”) which is the earlier to occur of (i) the date Tenant commences business operations in the Expansion Premises, or (ii) thirty (30) days following the

Substantial Completion Date, Tenant shall pay to Landlord Rent with respect to the Expansion Premises, in monthly installments, in an amount equal to \$1.64 per square foot (i.e., \$12,377.08), in advance, on the first (1st) day of every calendar month, without any setoff or deduction except as provided in Section 5.1 and Section 20.2 of the Lease; provided, however, that if the Expansion Premises Rent Commencement Date is not the first (1st) day of a calendar month, the Rent Payable under this Section 6(B)(i) on the Expansion Premises Rent Commencement Date for the first fractional month shall be prorated based on a 30-day calendar month. Payment shall be made at the address designated in writing by Landlord, as the same may be changed from time to time.

ii. Commencing on the first (1st) yearly anniversary of the Substantial Completion Date, and continuing each yearly anniversary thereafter (each such anniversary, an “**Adjustment Date**”), the Rent payable pursuant to Section 6(B)(i) shall be increased by one-hundred percent (100%) of the percentage of increase, if any, shown by the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose, California, All Items (base year 1982-1984=100) (the “**Index**”), published by the United States Department of Labor, Bureau of Labor Statistics, for the month immediately preceding the Adjustment Date as compared with the Index for the month immediately preceding the Substantial Completion Date; provided, however, that in no event shall the Rent due under Section 6(B)(i) increase by more than three percent (3%) annually.

iii. Notwithstanding anything to the contrary set forth in this Amendment, Landlord grants to Tenant a two (2) month rent abatement period with respect to the Rent due under Section 6(B)(i) of this Amendment, during which the payment of Rent due under Section 6(B)(i) of this Amendment is deemed waived.

iv. No later than three (3) business days following the Effective Date, Landlord shall pay to Tenant the sum of \$24,754.16 to defray Tenant’s relocation costs including, but not limited to, relocation expenses, data/telecom wiring expenses, the purchase of new furniture, fixtures and equipment and project management costs (the “**Expansion Premises Moving Allowance**”). In the event the Tenant does not take possession of the Expansion Premises upon the Substantial Completion Date, the Expansion Premises Allowance shall be fully-refundable to Landlord. Tenant shall provide Landlord with reasonable written evidence that the Expansion Premises Moving Allowance was used for the goods and services described above in this section.

7. **Parking**. Article 8 of the Lease is hereby amended and restated in its entirety as follows:

“ARTICLE 8

PARKING

Included in Tenant's rental herein is the right of Tenant's employees, customers and invitees to have the right to use, free of charge, the entire parking lot associated with the Building, containing two hundred twenty-seven (227) parking spaces. Notwithstanding the foregoing,

Tenant shall have the right to require Landlord to appropriately designate ten (10) of the parking spaces in close proximity to the entrance of the Premises as reserved for employees, customers and invitees of Tenant. In the event Landlord installs a system of charging for parking in the parking lot, Landlord shall establish and make available to Tenant no-charge validations issued to Tenant's customers and invitees for the use of such parking to the extent of said parking spaces in the parking area.”

8. **Signage – Expansion Premises.** On or before the Expansion Premises Rent Commencement Date, Landlord shall provide signage in accordance with Article 21 of the Lease identifying the Human Services Department – Adoption Division, as an occupant of the Building.

9. **Expansion Premises; Tenant Improvements.** The following section is hereby added to the Lease as ARTICLE 29:

“ARTICLE 29

EXPANSION PREMISES – TENANT IMPROVEMENTS

29.1 **Work of Improvement for Expansion Premises.** Landlord shall complete the tenant improvements in the Expansion Premises (the “**Expansion Premises Tenant Improvements**”) in accordance with the “Adoptions Mtg Notes 1-24-13 Revised” attached hereto as **Exhibit H** (the “**Adoptions Meeting Notes**”) and the “Preliminary Space Plan” attached hereto as **Exhibit I** (the “**Preliminary Space Plan**”) on or before October 31, 2013 (the “**Scheduled Completion Date**”). The Expansion Premises Tenant Improvements shall be constructed at Landlord’s sole cost and expense; provided, however, that Tenant shall be responsible for any increase in cost due to changes to the Adoptions Meeting Notes and/or the Preliminary Space Plan. The provisions set forth in the Leasehold Improvement Agreement attached hereto as **Exhibit C** and incorporated herein by this reference (the “**Leasehold Improvement Agreement**”) shall govern the construction of the Expansion Premises Tenant Improvements.

29.2 **Contract Documents and Permits.** The contract documents and permits with respect to the Expansion Premises Tenant Improvements, including, without limitation, plans and specifications, final plans and permits, shall be prepared, submitted to the City of Santa Rosa (as applicable) and approved by Tenant in accordance with Article III of the Leasehold Improvement Agreement and the Design and Construction Schedule attached hereto as **Exhibit J** (the “**Expansion Premises Design Schedule**”). Approval by Tenant of plans or specifications, including final plans and specifications, in no way provides any warranty of any kind whatsoever by Tenant of the design or the constructability of the plans or specifications, nor that the plans or specifications comply with any local, state or federal statutes, ordinances, laws, rules, regulations or orders. Tenant shall have no responsibility whatsoever of any kind, professional or otherwise, with respect to any plans or specifications it approves pursuant to this subsection and Tenant’s approval shall not impose any liability upon Tenant. With respect to the Expansion Premises Tenant Improvements, all references

in the Leasehold Improvement Agreement to “Design Schedule” shall be deemed to refer to the **Expansion Premises Design Schedule**.

29.3 **Substantial Completion of Landlord's Work for the Expansion Premises**. The Expansion Premises Tenant Improvements to be constructed in the Expansion Premises by Landlord pursuant to Section 29.1 above shall be deemed substantially completed on the date (the “**Substantial Completion Date**”) when such Expansion Premises Tenant Improvements are deemed “Substantially Complete” in accordance with Article V of the Leasehold Improvement Agreement. Upon confirmation that the Expansion Premises Tenant Improvements are Substantially Complete, Landlord and Tenant shall execute an Acknowledgement in substantially the form attached hereto as Exhibit D, which Acknowledgement shall confirm the Substantial Completion Date and the Expansion Premises Rent Commencement Date. Landlord agrees to use its best efforts to provide Tenant with at least thirty (30) days' advance written notice of the date on which the work for the Expansion Premises is expected to be Substantially Complete.

29.4 **Delay in Commencement for Expansion Premises**. If Landlord, for any reason whatsoever, fails to Substantially Complete the Expansion Premises Tenant Improvements on or before the Scheduled Completion Date, this Lease shall not be void or voidable, nor shall Landlord be liable for any loss or damage resulting therefrom. Notwithstanding the foregoing, if Landlord, for any reason whatsoever, fails to give Tenant notice that the Landlord's work for the Expansion Premises is substantially completed by the date which is one (1) year after the Effective Date of the First Amendment to this Lease, Tenant at its option shall have the right to terminate this Lease with respect to the Expansion Premises only by written notice to Landlord.

29.5 **Fixturization Period**. Upon Landlord's delivery of evidence of substantial completion of the Expansion Premises as defined in Section 29.3 of this Lease, Tenant shall have early access to the Expansion Premises, at no charge to Tenant, for a thirty (30) day fixturization period in order to install furniture, fixtures and equipment in the Expansion Premises.

29.6 **Termination Right**. In the event Tenant terminates the Lease with respect to the Expansion Premises in accordance with Section 2.6.3 above, Tenant shall pay a Lease Termination Fee with respect to the Expansion Premises as calculated in accordance with Section 2.6.3 above. For purposes of calculating the amount of the Lease Termination Fee with respect to the Expansion Premises:

(a) “Lease Concessions” shall be equal to the sum of (i) Construction Costs (as defined in the Expansion Premises Leasehold Improvement Agreement), (ii) the amount of the real estate commissions, if any, paid to the brokers in connection with the consummation of the lease by Tenant of the Expansion Premises, (iii) the amount of the free rent or rent abatement granted to Tenant in connection with the lease of the Expansion Premises, (iv) the amount of the Expansion Premises Moving Allowance (as defined in the First Amendment to Lease between Landlord and Tenant), and (v) the amount of the

attorney's fees paid to Landlord's attorney to initially review and negotiate the First Amendment to Lease between Landlord and Tenant.

(b) "Unamortized Value as of the Lease Termination Date" of the Lease Concessions shall be equal to the product of: (i) the number of months of the Lease Term remaining after the Lease Termination Date until the original Lease Expiration Date; and (ii) the Monthly Amortization Amount.

(c) The "Monthly Amortization Amount" shall be determined as if it were a component of an annuity, using: (i) the amount of the Lease Concessions as the present value of the annuity; (ii) six percent (6%) per annum as the future value interest factor; (iii) Ninety-Seven (97) as the number of monthly payments of the annuity, commencing on the Substantial Completion Date and ending on the Lease Expiration Date; and (iv) the Monthly Amortization Amount (the missing component) as the monthly payment amount under the annuity."

10. **Tenant Improvements – Original Premises.**

A. Landlord agrees to construct, at Landlord's sole cost and expense, the tenant improvements in the Original Premises set forth in the Adoption Meeting Notes in the portion of the Original Premises depicted in the Preliminary Space Plan (the "**Original Premises Tenant Improvements**").

B. Tenant covenants and agrees that it shall provide access to the Original Premises so that Landlord can commence construction of the Original Premises Tenant Improvements as soon as possible after the Substantial Completion Date, and in any event no later than the date which is sixty (60) days after the Substantial Completion Date.

C. Tenant acknowledges and agrees that: (i) the Original Premises Tenant Improvements will be constructed while Tenant is in occupancy of the Original Premises; and (ii) notwithstanding Landlord's use of temporary dust barriers during certain stages of construction of the Original Premises Tenant Improvements, the construction of the Original Premises Tenant Improvements shall entail the generation of noise and some disruption of Tenant's operations. Tenant shall cooperate with Landlord in all reasonable respects in connection with the construction of the Original Premises Tenant Improvements, including the removal of its furniture, equipment and other personal property from the areas of the Original Premises where the Landlord is constructing the Original Premises Tenant Improvements (such areas, the "**Work Areas**") during the period(s) specified by Landlord, provided that Landlord has given Tenant not less than two (2) days written notice of the location of the Work Areas. Tenant shall also relocate its furniture, equipment and other property as and when reasonably required by Landlord (but upon reasonable notice) to permit the installation of dust barriers within the Original Premises. Landlord shall take commercially reasonable steps to minimize the effect on Tenant's operations within the Premises during the construction of the Original Premises Tenant Improvements, but Landlord shall not be obligated to utilize weekend labor or other extraordinary measures with respect to the construction of the Original Premises Tenant Improvements. In addition,

Landlord shall take all necessary precautions and measures so as not to disturb, disconnect or alter Tenant's building alarm system, including the 'panic button' remote units located in Tenant's visitation rooms. Should Landlord deem it necessary during the construction of the Original Premises Tenant Improvements to disturb, disconnect or otherwise alter Tenant's building alarm system, Landlord shall provide Tenant with not less than two (2) days advance written notice of such occurrence. Tenant shall not allow any person or object to penetrate or damage such dust barriers, and Tenant shall not be entitled to any abatement of rent due to the presence of the dust barriers or the construction of the Original Premises Tenant Improvements.

11. **Exhibits.**

A. **Exhibit A** attached hereto is hereby added to the Lease as **Exhibit A-1** thereto.

B. **Exhibit B** attached hereto is hereby added to the Lease as **Exhibit H** thereto.

C. **Exhibit C** attached hereto is hereby added to the Lease as **Exhibit I** thereto.

D. **Exhibit D** attached hereto is hereby added to the Lease as **Exhibit J** thereto.

12. **Miscellaneous.**

A. Except to the extent the Lease is specifically amended or supplemented hereby, the Lease, 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 Lease or any right of Landlord or Tenant arising thereunder.

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

C. This Amendment may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one (1) instrument.

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

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

“LANDLORD”: A.J. VENTURES, INC., a California corporation, successor-in-interest to CEP Investors VIII LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

By: _____
José Obregón, Director
General Services Department

The General Services Director is authorized to sign this First Amendment pursuant to Board of Supervisors' summary action dated _____.

APPROVED AS TO FORM FOR
TENANT:

Adam Brand,
Deputy County Counsel

APPROVED AS TO CONTENT
FOR TENANT:

Jerry Dunn, Interim Director
Human Services Department

Gene Clark, Deputy Director
General Services Department

Exhibit A

Exhibit A-1 to the Lease

Depiction of the Expansion Premises

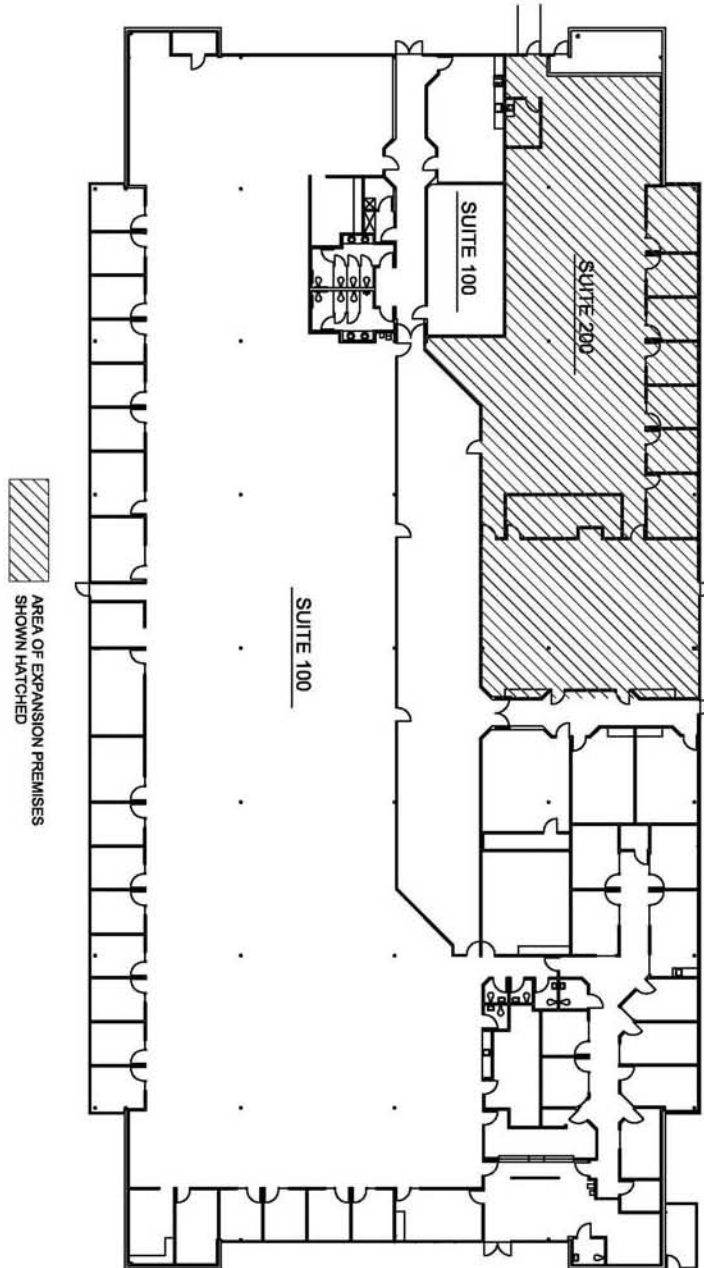


Exhibit B

Exhibit H to the Lease

Page 1 of 2

Adoptions Mtg Notes 1-24-13 Revised

MEETING NOTES

HSD Adoptions at Apollo Way
Project #13924D

Schematic Design Meeting
January 24, 2013, 8:00 AM
1202 Apollo Way

Sonoma County Architecture Division
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403
(707) 565-3211 fax: (707) 565-3240

ATTENDEES

Wayne Bossier, Simons & Woodard	Kevin Doran, Keegan & Coppin Co.,
Joan Woodard, Simons & Woodard	Shawn Johnson, Keegan & Coppin Co.,
Nick Honey, FY&C	Regina de Melo, FY&C
Judith Merrin, HSD	Angie Frey, A. G. Frey Company
Rebecca West, HSD	

Distribution: Attendees, Dale Wittman, file

Any comments or corrections regarding these meeting notes are to be submitted by 1/31/13, after which these notes will constitute the final record of this meeting.

Notes

Goal: Presentation of schematic design

Agenda Item

1. Plan review feedback

- 1.1. Move lactation room to south end backing it up to the break room plumbing wall. Add a small sink for hand washing. The existing lactation room walls will be removed making the break room a little larger.
- 1.2. Add an entrance to the new office area from the large conference room. It is okay to reduce the size of the storage room to create the hallway to this door.
- 1.3. Add a second door in the glass storefront leading out of the occupied FY&C area. This door to line up with the conference room corridor leading to the west exterior door.
- 1.4. Change swing of new conference room door next to the existing computer lab so that the two doors do not hit each other.
- 1.5. Add base cabinets with counter top in each of the three new conference rooms. The large conference room is to get base cabinets on each side of the folding wall.
- 1.6. The new conference rooms are to have floor outlets.
- 1.7. The atrium windows adjoining the new tenant space are to receive window blinds.
- 1.8. The light fixtures are to be revised per the changes that are taking place in the FY&C space where diffusers will be added.
- 1.9. The south and west exterior doors are okay as exit only and will not have exterior hardware.
- 1.10. The new conference rooms, visitation rooms and interview rooms will all need chair rails. If possible a chair rail is desired at the glass storefront wall to protect the blinds from damage in the new large conference room. In addition the existing interview and visitation rooms will also need chair rails as the walls are getting damaged.
- 1.11. The lighting at the front of all the new conference rooms needs to be on a separate switch
- 1.12. The parking lot light brightness was increased by the property manager. The west side of the building will need to be this higher brightness if it has not already been done.

2. Pricing

- 2.1. Simons & Woodard will hire an acoustical consultant to identify a solution to fix the acoustical problems at the reception desk. Correction will be part of this project.
- 2.2. The project will be priced using the same finishes and quantity of power receptacles as the FY&C project. The power to each six-work station run will require 4 circuits per run.

A. G. Frey Company
P. O. Box 11254, Santa Rosa, CA 95406
707.291.7751

Page 1 of 2
1/31/2013

Exhibit B, Continued

Exhibit H to the Lease

Page 2 of 2

Adoptions Mtg Notes 1-24-13 Revised

- 2.3. The folding wall will be relocated and two more panels will be added to cover the new distance.
- 2.4. The projection screen and projector will be relocated.
- 2.5. The two newer 10 person conference rooms will each get a flat-screen TV monitor that will be wall-mounted.

3. Schedule

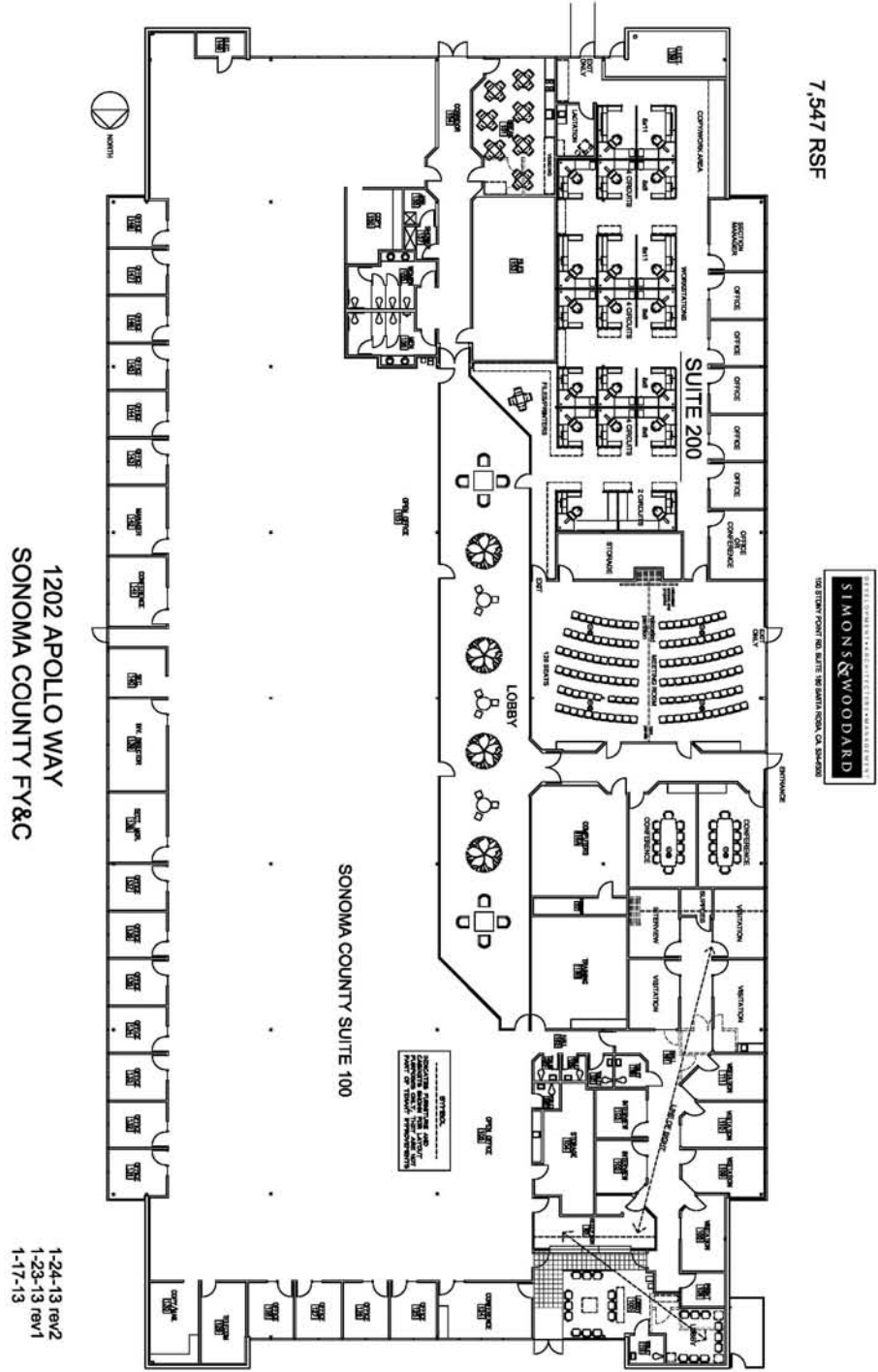
- 3.1. Wayne will provide the revised schematic design to Jeff Luchetti Construction to get a price estimate and construction schedule.
- 3.2. Construction will be phased so that the new tenant space is completed first. The desired schedule is to have offices available on July 1 when the Adoptions program is operational.

Enclosures: 1202AW Schematic Design dated 1-23-13

Exhibit C

Exhibit I to the Lease

Preliminary Space Plan



7,547 RSF



1202 APOLLO WAY
SONOMA COUNTY FY&C

SONOMA COUNTY SUITE 100

SUITE 200

LOBBY

1-24-13 rav2
1-23-13 rav1
1-17-13

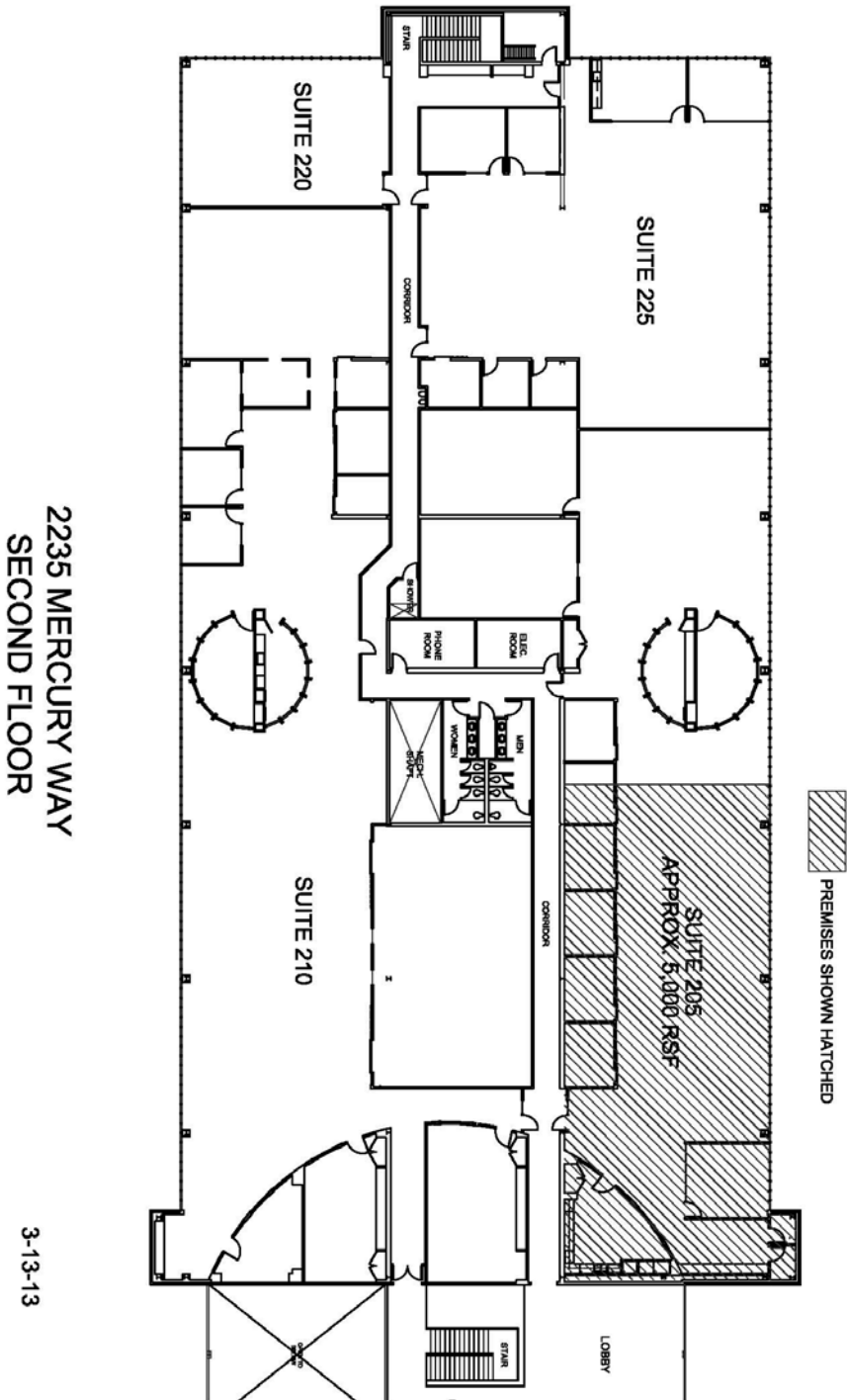
ATTENTION:
EXISTING PARTITION WALLS
NEW PARTITION WALLS
NEW PARTITION WALLS TO BE REMOVED

Exhibit D

Exhibit J to the Lease

Expansion Premises Design Schedule

SCHEDULE	DATE or DAYS TO COMPLETE
1. Architect completes Construction Documents	May 3, 2013, provided that a mutually approved reimbursement agreement is executed by Tenant and Landlord on or before April 9, 2013
2. Tenant will approve, conditionally approve or disapprove the Construction Documents	Within five (5) business days following Tenant's actual receipt of the Construction Documents
3. Last day for Landlord and Tenant to agree upon and initial the Final Plans	Within twenty (20) business days following Tenant's initial conditional approval or disapproval.
4. Last day for Landlord to obtain all Permits	Approximately four (4) weeks after submittal to the City of Santa Rosa
5. Scheduled Completion Date of Leasehold Improvements associated with the Expansion Premises	October 4, 2013
6. Scheduled Completion Date of Leasehold Improvements associated with the Original Premises	December 31, 2013



2235 MERCURY WAY
SECOND FLOOR

3-13-13

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement ("Agreement"), made and entered into on _____, 2013 ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (hereinafter called the "Licensee"), and **MERCURY WAY, LLC**, a California limited liability corporation (hereinafter called the "Licensor"). Licensee and Licensor are sometimes collectively referred to herein as the "parties" and singularly, a "party."

RECITALS

WHEREAS, Licensor is the owner of that certain office building ("Building"), located at 2235 Mercury Way, Santa Rosa, California; and

WHEREAS, Licensee desires to use a portion of the Building for the County of Sonoma, Human Services Department - Family Youth and Children Division; and

WHEREAS, Licensor is willing to allow Licensee to use a portion of the Building, subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. License. Licensor hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of real property described in Section 2 below.
2. Premises. Licensee is hereby permitted to use the real property as specifically shown or described in **Exhibit A** attached hereto and made a part hereof (hereinafter, the "Premises"), consisting of approximately five thousand (5,000) rentable sq. ft. , in Suite No. 205, located on the 2nd floor of the Building, located at 2235 Mercury Way, Santa Rosa, California.
3. Term. The initial term of this Agreement ("Initial Term") shall be five (5) months, commencing on May 15, 2013, and expiring at midnight on October 14, 2013, unless earlier terminated in accordance with Section 11 below.
4. Consideration. Licensee shall pay Licensor for the agreed use of said Premises the sum of Nine Thousand and No/100 Dollars (\$9,000.00) per month, payable on the 15th day of each calendar month during the term of

this Agreement. Any partial month shall be prorated based on the actual number of days in such month.

5. Use. Licensee shall be able to use the Premises for general administrative office purposes. The rules and regulations attached hereto as **Exhibit B**, as well as such rules and regulations as may be adopted by Licensor and provided to Licensee for the safety, care and cleanliness of the Premises and the Building of which they are a part and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee agrees to comply with them.
6. Confidentiality. Licensor and Licensee understand and acknowledge that confidential information may exist on the Premises. In the event either party receives, sees or overhears any information Licensor or Licensee reasonably believes may be confidential (including, but not limited to, personal information, such as social security numbers, driver's license information, credit card numbers and home addresses and phone numbers), Licensor and Licensee agree to: (1) promptly notify the other party (in the case of Licensee, its Family Youth & Children - Section Manager; and in the case of Licensor, Licensor); (2) promptly return or destroy any copies of such information; and (3) make no further disclosure or use of such information.
7. Equipment Installation and Operation. Licensee shall have the right to install necessary equipment and other fixtures.
8. Compliance with Laws. Licensor covenants that said Premises, fixtures and appurtenances, conform, or that it will promptly cause them to conform, to every applicable requirement of law now or hereafter in effect (including, without limitation, Title 2 and Title 3 of the Americans with Disabilities Act of 1990), or duly constituted authority or of any Board of Underwriters, rating bureau, or similar organization, or the requirements of the carriers of all insurance on the Premises and that Licensor will, at its sole risk and expense, at all times during the term hereof, promptly comply with all such requirements. Licensor shall not permit any property in the vicinity of the Premises that is owned or controlled by it to be used in a manner so as to create a nuisance, undue noise, obnoxious odors or other interference with enjoyment of the Premises.
9. Indemnification. Licensor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release Licensee, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Licensor, arising out of or in connection with this Agreement, whether or not there is concurrent negligence on the part of Licensee, but excluding liability due to the sole active negligence or sole willful misconduct of Licensee. 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 Licensor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10. Insurance. Licensor and Licensee shall maintain insurance as described in **Exhibit C**, which is attached hereto and incorporated herein by this reference.
11. Termination by Licensee. Licensee may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Licensor.
12. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to Licensee: **COUNTY OF SONOMA**
General Services Department
Facilities Development & Management Division
Attn: Real Estate Manager
2300 County Center Drive, Suite A211
Santa Rosa, CA 95403

With a copy to: **COUNTY OF SONOMA**
Human Services Department,
Family Youth & Children Division
Attn: Section Manager
1202 Apollo Way
Santa Rosa, CA 95403

If to Licensor: **MERCURY WAY, LLC**
In c/o Simons & Woodard
Attn: Joan Woodard, President and CEO
100 Stony Point Road, Suite 180
Santa Rosa, CA 95401

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 12.

13. No Continuing Waiver. The waiver by Licensee of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

14. General Provisions.

- 14.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
- 14.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.
- 14.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 14.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.
- 14.5 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.
- 14.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. Licensee and Licensor agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensor and Licensee 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. Licensor and Licensee further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 14.7 Relationship. The parties intend by this Agreement to establish the relationship of Licensor and Licensee only, and do not intend to create

a partnership, joint venture, joint enterprise, or any business relationship other than that of Licensor and Licensee.

- 14.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

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

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

“LICENSOR”: **MERCURY WAY, LLC**, a California limited liability corporation

By: _____

Print Name: _____

Title: _____

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

By: _____

José Obregón, Director
General Services Department

The General Services Director, or his Deputy, is authorized to execute this Agreement, pursuant to the Board of Supervisors’ Summary Action dated _____, 2013.

APPROVED AS TO FORM
FOR COUNTY:

Adam Brand
Deputy County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

Jerald C. Dunn, Interim Director
Human Services Department

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

Exhibit A

[Description/Depiction of the Premises]

Exhibit B

Rules & Regulations

Exhibit C

Insurance Requirements



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 Supervisors of Sonoma County

Board Agenda Date: April 9, 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: Care Coordination Services Agreement

Recommended Actions:

Authorize the Director of Health Services to execute an agreement with Catholic Charities to provide care coordination for the homeless for the period April 1, 2013 through March 31, 2016 for a total not to exceed amount of \$180,000.

Executive Summary:

Homeless individuals visit the emergency department and are hospitalized up to ten times more often than low-income people with permanent housing. Following an emergency department admission, homeless patients have longer hospital stays which cost an average of \$2,500 more than hospital stays by patients with permanent housing. Programs that prevent or reduce hospital use by homeless patients produce better health outcomes for patients and reduce costs system-wide.

Through Health Action's Committee for Healthcare Improvement, the Department of Health Services (DHS) has an interest in partnering with hospitals to support programs that reduce hospital readmissions. The Catholic Charities' Nightingale Program provides a 13-bed temporary facility for homeless patients upon discharge from local hospitals who need a safe environment in which to recuperate. It is the only program of its kind in Sonoma County. The program is primarily funded by Kaiser, Sutter, and St. Joseph Health System/Santa Rosa Memorial, which are the three hospitals that refer the majority of patients served by the Nightingale program. The program also receives a small amount in general contributions. Since the clients served by the Nightingale program are frequently clients of County services, particularly for behavioral health needs, bolstering these care coordination services provides an opportunity to reduce downstream costs for DHS and throughout the County, including costs in the safety, justice, and social services. Because of this, DHS is proposing to contribute \$60,000 annually for three years (April 1, 2013 – March 31, 2016). These funds will provide for increased operational capacity within the Program. The goal of supporting the Nightingale Program is continued improvement in appropriate use of our County's limited healthcare resources, and direct support for homeless adults recuperating from illness and injury who are in need of assistance to obtain shelter, income, benefits, and ultimately, long-term housing.

The County's investment in the Catholic Charities Nightingale program will ensure the long-term financial and operational viability of the 13-bed Nightingale program and will be used to enhance the primary costs of program operation, which include individual case management, meals, and supplies for program clients. The complete scope of work, included in the attached contract, includes providing a safe environment for eligible patients to recuperate after hospital discharge, including site supervision, meals, case management, and facility operations. Catholic Charities will provide to DHS a quarterly report of Nightingale service statistics including avoidable days by hospital (total number of days that hospital discharge personnel expected referred patients to need shelter at Nightingale), average length of stay, and number of clients served by hospital. These data will be used by DHS to further evaluate cost savings across County services.

Prior Board Actions:

None

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

Supporting the Catholic Charities Nightingale Program is an efficient and cost-effective way to provide care coordination for homeless individuals. This recommended partnership also supports the Strategic Plan Goal 2, economic and environmental stewardship, as it creates downstream cost savings across the County, including in General Fund Department services.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 15,000	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 15,000
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 15,000	Total Sources	\$ 15,000

Narrative Explanation of Fiscal Impacts (If Required):

The source of funding for the Department of Health Services' contribution will be Intergovernmental Transfer (IGT) funds for a total of \$180,000 through March 31, 2016. FY 12-13 funding of \$15,000 is included in the FY 12-13 budget. The remaining balance of \$165,000 will be included in future year budgets.

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:
Catholic Charities Nightingale Program Agreement
Related Items "On File" with the Clerk of the Board:
None

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Catholic Charities (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is the operator of the Nightingale Program providing supervised, around-the-clock, temporary shelter for eligible patients to recuperate after hospital discharge; and

WHEREAS, in the judgment of the Sonoma County Department of Health Services, it is necessary and desirable to employ the services of Contractor to ensure a positive and healing atmosphere and protect the health and safety of clients and the public while also avoiding hospital readmissions;

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 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 \$180,000 (one hundred eighty thousand dollars) without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

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

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor

agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.1 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. Term of Agreement. The term of this Agreement shall be from April 1, 2013 to March 31, 2016, 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.

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: Rebecca Wachsberg, Administrative Services Officer
Health Policy, Planning and Evaluation Division
County of Sonoma Department of Health Services
490 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401
beth.dadko@sonoma-county.org

TO: CONTRACTOR: Chuck Fernandez, Executive Director
Catholic Charities Diocese of Santa Rosa
PO Box 4900
Santa Rosa, CA 95402
cfernandez@srcharities.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:

Chuck Fernandez Date 2/26/13
Chuck Fernandez, Executive Director
Catholic Charities Diocese of Santa Rosa

COUNTY OF SONOMA:

_____ Date _____
Rita Scardaci, MPH, Director
Department of Health Services

Certificates of Insurance on File with and Approved as to Substance:

[Signature] Date 3/13/13
Division Director or Designee

Approved as to Form:

[Signature] Date 3/21/13
County Counsel

Exhibit A Scope of Work

The Department of Health Services is partnering with St. Joseph Health, Kaiser Permanente, Sutter Health, and private contributors to support the overall operations of the Nightingale program which includes the following activities:

1. Operate the 13-bed Nightingale program, providing supervised, around-the-clock, temporary shelter for eligible patients to recuperate after hospital discharge with the aim of preventing avoidable hospital readmissions.
2. Assess patient eligibility and coordinate admissions through hospital social workers or discharge planners, including a hospital referral, phone interview with Intake Coordinator, and clinical assessment as appropriate.
3. Ensure a positive and healing atmosphere and protect the health and safety of clients and others by providing incoming clients with clear guidelines regarding acceptable behaviors and actions, enforcing guidelines consistently, utilizing preventative measures and progressive warnings, and denying service as a last resort, or immediately in cases of violence or other extremely disruptive behavior.
4. Provide Nightingale residents with convenient access to medical care Monday through Friday via co-location with Santa Rosa Community Health Center's Brookwood Clinic.
5. Provide individualized care and case management for all Nightingale participants.
6. Provide Nightingale participants with three meals per day, seven days per week, including kitchen cleanup.
7. Engage clients in safe exit planning when they have recuperated enough to utilize alternate housing. People are not released to the streets unless they refuse other shelter/housing.
8. Provide County staff with a quarterly report of Nightingale service statistics, including:
 - a. Percentage of referred patients who were accepted into Nightingale program.
 - b. Total number of days that hospital discharge personnel estimated patients would need to reside at Nightingale, grouped by referral source (Kaiser, Sutter, Memorial, SRCHC, Palm Drive, UCSF, and Other).
 - c. Total number of clients served and average length of stay, grouped by referral source (Kaiser, Sutter, Memorial, SRCHC, and Other).
 - d. Percentage of clients discharged to shelter, housing, or a treatment program.

Exhibit B
Budget

April 1, 2013- March 31, 2014				
	FTE	Hours	Amount	DHS Amount
<i>PERSONNEL</i>				
Site Coordinator	.04		\$13,728	
Homeless Services Assistant Manager	.13		\$6,300	
Site Managers	4.39		\$107,224	\$41,750
Intake Coordinator	.15		\$4,992	
Personnel Subtotal			\$132,244	\$41,750
Fringe Benefits calculated @			\$50,494	\$15,750
TOTAL PERSONNEL			\$182,738	\$57,500
<i>NON-PERSONNEL/OPERATING EXPENSES</i>				
Travel			\$240	
Small Equipment			\$120	
Repair and Maintenance, equip			\$60	
Food			\$13,200	
Supplies			\$3,600	
Other			\$660	
Total Non-Personnel			\$17,880	
Total Direct Costs (Personnel + Non-Personnel)			\$200,618	
Indirect Costs @			\$50,150	\$2,500
TOTAL BUDGET			\$250,768	\$60,000

Exhibit B
Budget

April 1, 2014- March 31, 2015				
	FTE	Hours	Amount	DHS Amount
<i>PERSONNEL</i>				
Site Coordinator	.04		\$13,728	
Homeless Services Assistant Manager	.13		\$6,300	
Site Managers	4.39		\$107,224	\$41,750
Intake Coordinator	.15		\$4,992	
Personnel Subtotal			\$132,244	\$41,750
Fringe Benefits calculated @			\$50,494	\$15,750
TOTAL PERSONNEL			\$182,738	\$57,500
<i>NON-PERSONNEL/OPERATING EXPENSES</i>				
Travel			\$240	
Small Equipment			\$120	
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Food			\$13,200	
Supplies			\$3,600	
Other			\$660	
Total Non-Personnel			\$17,880	
Total Direct Costs (Personnel + Non-Personnel)			\$200,618	
Indirect Costs @			\$50,150	\$2,500
TOTAL BUDGET			\$250,768	\$60,000

Exhibit B
Budget

April 1, 2015- March 31, 2016				
	FTE	Hours	Amount	DHS Amount
<i>PERSONNEL</i>				
Site Coordinator	.04		\$13,728	
Homeless Services Assistant Manager	.13		\$6,300	
Site Managers	4.39		\$107,224	\$41,750
Intake Coordinator	.15		\$4,992	
Personnel Subtotal			\$132,244	\$41,750
Fringe Benefits calculated @	37.7%		\$50,494	\$15,750
TOTAL PERSONNEL			\$182,738	\$57,500
<i>NON-PERSONNEL/OPERATING EXPENSES</i>				
Travel			\$240	
Small Equipment			\$120	
Repair and Maintenance, equip			\$60	
Food			\$13,200	
Supplies			\$3,600	
Other			\$660	
Total Non-Personnel			\$17,880	
Total Direct Costs (Personnel + Non-Personnel)			\$200,618	
Indirect Costs @	4.3%		\$50,150	\$2,500
TOTAL BUDGET			\$250,768	\$60,000

Budget Justification

The DHS contribution would pay for Site Managers staff time (1.7 FTE per year), related fringe benefits, and indirect costs.

Exhibit C Insurance Requirements

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

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

1. Workers Compensation and Employers Liability Insurance

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

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. 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. 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. 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: Health Policy, Planning and Evaluation Division, 490 Mendocino Ave., Suite 205, Santa Rosa, CA 95401.
- 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.

7. Policy Obligations

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

8. Material Breach

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Bryan Albee, 707-585-7516

Supervisorial District(s):

Fourth and Fifth

Title: Vehicle Pollution Mitigation Program Projects

Recommended Actions:

Approve resolution authorizing the Transit Systems Manager to file applications with the Northern Sonoma County Air Pollution Control District (NSCAPCD) for Vehicle Pollution Mitigation Program funding assistance and authorizing the Director of Transportation and Public Works to execute funding agreements with the NSCAPCD.

Executive Summary:

The Northern Sonoma County Air Pollution Control District ("District") was created to protect air quality and public health in the northern portion of Sonoma County that does not lie within the boundaries of the Bay Area Air Quality Management District. The District's responsibilities include developing and implementing programs to mitigate the negative impacts of air pollution. The District's Vehicle Pollution Mitigation Program (VPMP) provides funding assistance for projects that mitigate the air pollution impacts of motor vehicles. VPMP revenues are derived from a surcharge of \$4 on each motor vehicle registered within the District.

Sonoma County Transit provides public transit service throughout Sonoma County including many areas within the Northern Sonoma County Air Pollution Control District. Sonoma County Transit wishes to submit VPMP funding applications for two projects located within the District: Creekside Park Bus Turnaround in Monte Rio, and Healdsburg Park and Ride/Intermodal Facility in Healdsburg.

The Monte Rio Recreation and Park District is converting the former Old Monte Rio Elementary School into Creekside Park. Creekside Park will include a new skate park, community garden, public trails, public restrooms, and a small concession café. Given the relatively remote location of Creekside Park, an on-site bus turnaround that is large enough to accommodate 40-foot buses is necessary. Without an on-site bus turnaround, Sonoma County Transit would be unable to provide intercity transit service to the site.

The construction bid cost submitted to the Monte Rio Recreation and Park District for the bus

turnaround component of the Creekside Park project is \$95,000. Sonoma County Transit has committed \$50,000 in local Transportation Development Act funds to assist with the bus turnaround. VMPP assistance from the District would provide an additional \$45,000 in funding that is necessary to complete the turnaround.

The Healdsburg Park and Ride/Intermodal Facility project will be constructed at the site of the historic Healdsburg Depot, which is located on Harmon Street in Healdsburg adjacent to the Sonoma Marin Area Rail Transit (SMART) right-of-way. The facility will include parking spaces for commuters, sidewalks, a bus turnout, landscaping, lighting, benches, trash receptacles, bicycle racks, and extension of the Foss Creek Trail multi-use pathway to Healdsburg Avenue. The facility will be served by Sonoma County Transit, Healdsburg Transit and eventually SMART.

Release of the Healdsburg Park and Ride/Intermodal Facility plans for bidding is anticipated this Spring with construction beginning in early Summer. Funding for this project is through a grant from the Federal Transit Administration with local matching funds provided by Sonoma County Transit. VPMP assistance from the District would provide additional local matching funds for the project..

Prior Board Actions:

None.

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

Vehicle Pollution Mitigate Program funding assistance for the Creekside Park Bus Turnaround project and the Healdsburg Park and Ride/Intermodal Facility project will help to ensure the provision of a safe, reliable, comfortable and cost-effective public transit system for residents and visitors.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 145,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 145,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 145,000	Total Sources	\$ 145,000

Narrative Explanation of Fiscal Impacts (If Required):

Transit's FY 12/13 adopted budget includes funding from NSCAPCD for an anticipated \$100,000 for the Healdsburg Project and \$45,000 for the Creekside Project.

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



County of Sonoma
State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Transit Systems Manager to File Applications with the Northern Sonoma
County Air Pollution Control District ("District") for Vehicle Pollution Mitigation Program
Funding Assistance And Authorizing the Director Of Transportation And Public Works to
Execute Funding Agreements with the District.**

Whereas, Assembly Bill 2766 provides authority for the District to impose a \$4 surcharge on motor vehicle registration fees within its jurisdiction. The surcharge fees may be used to provide funding assistance for projects that mitigate the air pollution impacts of motor vehicles; and

Whereas, the County of Sonoma/Sonoma County Transit wishes to demonstrate a clean air commitment by implementing eligible projects as stipulated by AB 2766; and

Whereas, the County of Sonoma/Sonoma County Transit seeks to mitigate the impacts of motor vehicle emissions through the following projects; Monte Rio Creekside Park Bus Turnaround project, and Healdsburg Park and Ride/Intermodal Facility project; and

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma:

1. Authorizes the Transit Systems Manager to file applications with the District for Vehicle Pollution Mitigation Program funding assistance.
2. Authorizes the Director of Transportation and Public Works to execute funding agreements with the District.

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: 20
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Thomas F. O’Kane, Jr., (707) 565-3585

Supervisorial District(s):

First and Fourth

Title: Second Amendment to Consultant Agreement for Porter Creek Bridge Design (Project No. C00028)

Recommended Actions:

Authorized Chair to execute Second Amendment with Mark Thomas & Company, Inc. for additional engineering services related to the replacement of the Porter Creek Bridge in the amount of \$20,410 for a total contract amount of \$533,325 with a term ending June 30, 2015.

Executive Summary:

This Board Action is to approve the Second Amendment to the Agreement with Mark Thomas & Company for the design of the Replacement of Porter Creek Bridge to add additional surveying for utility relocation, storm water treatment mitigations as required by the California Regional Water Quality Control Board permit and to extend the agreement for one year. With this amendment, additional funding is provided in the amount of \$20,410 for a total contract amount not to exceed \$533,325 with a term ending June 30, 2015. This is an extremely complicated project on a major arterial with very limited right-of-way, an active business located very close to the work, critical utilities within the project area, and a number of factors that will affect the progress of the work.

This project was awarded by your Board on February 5, 2013 and the contractor, Gordon N. Ball, Inc., is scheduled to start construction this spring. The Transportation and Public Works Department requests the Board approve the Second Amendment to the Agreement with Mark Thomas & Company, Inc. increasing the funding by \$20,410 for expanded engineering services. Funding for the Agreement comes from federal Highway Bridge Program (HBP) funds, Traffic Mitigation Funds, State Matching Funds, and Prop 1B Funds. There are sufficient appropriations in the 2012-13 Bridge index budget to cover the cost of the amendment.

Prior Board Actions:

2/5/13: Board awarded the construction contract to the low bidder, Gordon N. Ball, Inc. for a contract amount of \$4,489,342.60; 6/19/12: Board authorized Chair to execute First Amendment with Mark

Thomas & Company, Inc. for Porter Creek Bridge for \$63,694 total contract not to exceed \$512,915, term ending June 30, 2014; 1/11/11: Board authorized Chair to execute Agreement with Mark Thomas & Company, Inc. for Design of the replacement of the Porter Creek Bridge for an amount not-to-exceed \$449,221; 12/5/06: Board approved Resolution adopting a Mitigated Negative Declaration and Mitigation Monitoring Program and approving a project to replace the Porter Creek Bridge; 10/17/06: Board approved agreement with HDR, Inc. for design peer review; 12/2/03: Board approved terminating agreement with A-N West, Inc; 02/26/02: Board approved agreement for engineering consulting services with A-N West, Inc.

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

This project will improve the safe passage of vehicles, bicyclists, and pedestrians over Porter Creek on Porter Creek Road.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 20,410		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 20,410
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 20,410	Total Sources	\$ 20,410

Narrative Explanation of Fiscal Impacts (If Required):

Total estimated use of this contract for FY 12-13 is \$100,000. The remainder will be spent in FY 13-14 for design support during construction.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Second Amendment to Agreement for Professional Services with Mark Thomas & Company, Inc. with

Exhibit D to Second Amendment

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

**SECOND AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This Second Amendment (“Second Amendment”), dated as of _____, 2013, is by and between the County of Sonoma, a political subdivision of the State of California (“hereinafter County”), and Mark Thomas & Company, Inc., (hereinafter “Consultant”).

RECITALS

WHEREAS, County and Consultant entered into an agreement on January 11, 2011, for bridge replacement design of Porter Creek Road Bridge (C00028) and related services; and

WHEREAS, on June 19, 2012, the parties executed a First Amendment to the agreement to, expand the Scope of Services, increase the dollar amount and extend the term (the agreement as amended hereinafter “Agreement”); and

WHEREAS, County and Consultant desire to amend the Agreement again in order to expand the Scope of Services, increase the dollar amount of the Agreement to cover work needed to complete the project and to extend the Term of the Agreement.

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

AGREEMENT

The Agreement is amended as follows:

1. Article 1, Paragraph 1.1, Scope of Services, shall be amended to add the following:

“Consultant shall perform the services described in Exhibit “D,” attached hereto and incorporated herein by this reference and within the times or by the dates provided for in Exhibit “D” and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit “D,” the provisions in the body of this Agreement shall control.”

2. Article 2, Payment, shall be replaced with the following:

“For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms: For Scope of Work items identified in Exhibit “A”, Consultant shall be paid on a per hour basis in accordance with Exhibit “B”, for an amount not to exceed \$449,221. For Scope of work items identified in Exhibit “C”, Consultant shall be paid on a per hour basis in accordance with Exhibit “C” for an amount not to exceed \$63,694. For Scope of work items identified in Exhibit “D”, Consultant shall be paid on a per hour basis in accordance with Exhibit “D” for an amount not to exceed \$20,410. The total contract amount shall not exceed \$533,325. Consultant shall submit bills in arrears on a monthly basis in a form approved by the Director of Transportation and Public Works. The bill shall show or include: (i) the tasks performed; (ii) the time in quarter hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s).”

3. Article 3, Term of Agreement, shall be replaced with the following:

“The term of the Agreement shall be from Effective Date to June 30, 2015 unless terminated earlier in accordance with the provisions of Article 4 below.”

4. Exhibit “D” attached to this Second Amendment, is added to the Agreement and shall be incorporated into and made part of the Agreement.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONSULTANT:
MARK THOMAS & COMPANY, INC.

COUNTY:
COUNTY OF SONOMA

BY: _____

BY: _____

DATE: _____

CHAIR
BOARD OF SUPERVISORS

DATE: _____

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM FOR COUNTY:

BY: _____
COUNTY COUNSEL

DATE: _____

CERTIFICATE OF INSURANCE ON FILE WITH
AND APPROVED AS TO SUBSTANCE FOR

COUNTY:

BY: _____
DEPARTMENT HEAD

DATE: _____



MARK THOMAS & COMPANY

Providing Engineering, Surveying & Planning Services

January 25, 2013

OFFICES

Cupertino
Fresno
Irvine
Pleasanton
Sacramento
Salinas
San Carlos
San Jose
Walnut Creek

Mr. Levi Gurule
County of Sonoma
Department of Transportation and Public Works
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403

Re: Porter Creek Road Bridge Replacement – Contract Amendment #2

Dear Levi:

As we have discussed, we have prepared the enclosed scope of work and fee proposal to complete the additional services described below:

- Final Plans, Specifications, and Estimates for Biofiltration Swales
- Utility Coordination Construction Staking

Please review this request and feel free give me a call with any questions.

Sincerely,

MARK THOMAS & COMPANY, INC.

Matt Brogan
Associate/Division Manager

Scope of Services

Scope of Services

Final Plans, Specifications and Estimate

The County has requested that Mark Thomas and Company complete the following items of work that were not identified in the approved scope of work for the project.

Biofiltration Swale Plans

As part of the Section 401 Water Quality Certification, the Regional Water Quality Control Board has required the County to construct various biofiltration swales along the project. In order to satisfy the conditions of the RWQCB, the County has asked MTCO to develop plans and specifications for the biofiltration swales. The scope of this task includes the following items of work:

- Meeting with the RWQCB to discuss the Section 401 Permit requirements: MTCO participated in two meetings with staff from the County and the RWQCB.
- Preparing calculations and designs that meet the permit requirements: MTCO prepared design calculations for a total of three biofiltration swales along Porter Creek Drive.
- Developing plans, specifications, and estimates for the various items involved with the improvements: A total of five plan sheets were added as part of Addendum 2 for the biofiltration swales. In addition, 81 pages of specifications were added or modified due to the addition of the biofiltration swales.
- Modifications to the existing plan sheets that are affected by the new biofiltration swales: A total of 22 sheets were revised to account for the addition of the biofiltration swales.

Utility Coordination

The County has requested that MTCO provide construction staking for the utility pole relocations and advanced tree removal activities. The scope involves providing offsets at the PG&E utility pole locations and the proposed fence relocation along the Safari West frontage.

The scope assumes two days of field work to set the project control and provide offset to the proposed improvements and pole relocations.

Deliverables

- Biofiltration Swales: Design Calculations submitted along with Section 401 Permit Application
- Biofiltration Swales: Final Plans, Specifications, and Estimates
- Utility Coordination Construction Staking

COST PROPOSAL FOR PROJECT SCOPE											
Sonoma County - Porter Creek Road Bridge Replacement - Amendment 2											
	MTCO HOURS								CSW	OTHER'S SUBTOTAL	TOTAL FEE
	Engineering Manager II	Engineer VI	Engineer II	MTCO HOURS	Engineering Manager II	Engineer VI	Engineer II	MTCO SUBTOTAL			
Final Plans, Specification, & Estimates											
Biofiltration Swales	4	40	75	119	\$820	\$5,320	\$6,750	\$12,890	\$3,396	\$3,396	\$16,286
Subtotal Task	4	40	75	119	\$820	\$5,320	\$6,750	\$12,890	\$3,396	\$3,396	\$16,286
Utility Coordination											
Construction Staking		8		8		\$1,064		\$1,064	\$1,800	\$1,800	\$2,864
Subtotal Task		8		8		\$1,064		\$1,064	\$1,800	\$1,800	\$2,864
REIMBURSEABLES								\$1,000			\$1,000
SUBCONSULTANT MARKUP (5%)								\$260			\$260
PROJECT TOTAL (Not Including Optional Tasks)	4	48	75	127	\$820	\$6,384	\$6,750	\$15,214	\$5,196	\$5,196	\$20,410

EXHIBIT D

MARK THOMAS & COMPANY, INC.

CHARGE RATE SCHEDULE "M"
EFFECTIVE MARCH 31, 2008

HOURLY CHARGE RATES

PROFESSIONAL AND OFFICE

Principal/Project Manager	\$290.00 per hour
Structural Manager	255.00 per hour
Engineering Manager III	215.00 per hour
Engineering Manager II	205.00 per hour
Engineering Manager I	178.00 per hour
Engineer X	170.00 per hour
Engineer IX	162.00 per hour
Engineer VIII	150.00 per hour
Engineer VII	145.00 per hour
Engineer VI	133.00 per hour
Engineer V	122.00 per hour
Engineer IV	108.00 per hour
Engineer III	100.00 per hour
Engineer II	90.00 per hour
Engineer I	84.00 per hour
Engineer Technician/Inspector IV	105.00 per hour
Engineer Technician/Inspector III	90.00 per hour
Engineer Technician/Inspector II	84.00 per hour
Engineer Technician/Inspector I	70.00 per hour
Engineer Technician Assistant	55.00 per hour
Land Surveyor II	150.00 per hour
Land Surveyor I	125.00 per hour
Project Surveyor II	120.00 per hour
Project Surveyor I	110.00 per hour
Survey Technician	85.00 per hour
Construction Inspector	98.00 per hour
Technical Writer	90.00 per hour
Clerical/Typist II	70.00 per hour
Clerical/Typist I	56.00 per hour
Messenger	42.00 per hour

ENVIRONMENTAL/PUBLIC RELATIONS SERVICES

Environmental Manager	\$146.00 per hour
PR/Communications Manager	132.00 per hour
Environmental Planner IV	124.00 per hour
Environmental Planner III	116.00 per hour
Environmental Planner II	100.00 per hour
Environmental Planner I	85.00 per hour

FIELD

Single Chief	\$ 96.14 per hour
Single Chainman	77.57 per hour
2 Person Field Party and Vehicle	215.00 per hour
3 Person Field Party and Vehicle	298.00 per hour

SPECIAL SERVICES

Expert Witness	\$350.00 per hour
Strategic Consulting (Principal)	\$350.00 per hour

OTHER DIRECT COSTS

Reimbursables including, but not limited to: Printing and Materials, Filing Fees, and Field Expenses	-Cost plus 5%
Outside Consultant Fees	-Cost plus 5%



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: Board of Supervisors

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors (707) 565-2241

Supervisorial District(s):

Title: Minutes of March 19, 2013 and March 26, 2013

Recommended Actions:

Approval.

Executive Summary:

Approval of Minutes –

1. Approve the Minutes of the Meetings of March 19, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Occidental County Sanitation District, Northern Sonoma County Air Pollution Control District, Russian River 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 March 19, 2013 of the Sonoma Valley County Sanitation District
3. Approve the Minutes of the Meeting of March 26, 2013 for the following: Agricultural Preservation and Open Space District, Russian River County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; and
4. Approve the Minutes of the Meeting of March 26, 2013 of the Sonoma Valley County Sanitation District

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

N/A

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:

Minutes of March 19, 2013 and March 26, 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

March 19, 2013

8:30 A.M.

Susan Gorin	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
Mike McGuire	Fourth District		
Efren Carrillo	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, and as the governing board of all special districts having business on the agenda to be heard this date.

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

The Consent Calendar includes routine financial and administrative actions, are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members or the public request specific items be discussed and/or removed from the Consent Calendar.

PUBLIC COMMENT

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

8:34 A.M. CALL TO ORDER

8:34 A.M. Chairman Rabbitt called the meeting 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

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 Carrillo announced he attended the 6th Annual Interagency Coordinating meeting to discuss endangered fish in the Russian River.

Supervisor Gorin announced she participated in the Savor Sonoma Valley events, and announced she will attend her first Bay Conservation and Development Commission meeting.

Supervisor Zane announced she participated on a California State Association of Counties Health and Human Services Policy Committee conference call; participated on a conference call with the Governor's Office of Planning and Research; and announced the roll out of the suicide hotline.

Supervisor McGuire reported he attended the 6th Annual Interagency Coordinating meeting; attended the Airport Boulevard Interchange Project meeting; and announced an upcoming forum on the Affordable Health Care Act.

III. CONSENT CALENDAR (Items 1 through 18)

PRESENTATIONS/GOLD RESOLUTIONS

(Item1)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution proclaiming March 17 through March 23, 2013 as National Land Surveyor's week in Sonoma County. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0098

CONSENT CALENDAR (Continued)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION
OCCIDENTAL COUNTY SANITATION DISTRICT
RUSSIAN RIVER 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)

2. Sonoma County Annual Audit Reports for Fiscal Year 2011-2012 - (A)Accept the Sonoma County Comprehensive Annual Financial Report (CAFR) for fiscal year 2011-2012, including separate reports for Sonoma County Fair and Exposition, Inc., Water Agency, Sonoma Valley County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Occidental County Sanitation District, Community Development Commission, Library, Transportation Project Fund, Transportation Trust Fund and Sonoma County Agricultural Preservation and Open Space District. (B) Accept the 2011-2012 Single Audit Reports for Sonoma County, Sonoma County Water Agency and the Sonoma County Sanitation Districts and Community Development Commission.

Board Action: Approved as Recommended
UNANIMOUS VOTE

Sonoma Valley County Sanitation District
Board Action: Approved as Recommended
AYES: Gorin, Rabbitt
ABSENT: Brown

3. Disbursement of 2012-2013 Discretionary Advertising Funds (Fourth District) - Approve Advertising Program grant awards to the following entity and authorize the County Administrator to execute contract with the following entity: Cloverdale Arts Alliance - Friday Night Live: \$300.

Board Action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR / COUNTY COUNSEL

4. Adopt an Ordinance adding Chapter 19, Article 4 of the Sonoma County Code to Prohibit Civil Harassment of Bicyclists and Pedestrians. (Second Reading - Ready for Adoption)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Ordinance No. 6022

CONSENT CALENDAR (Continued)

GENERAL SERVICES

5. Adopt an Ordinance amending 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. (Second Reading - Ready for Adoption)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Ordinance No. 6023

6. Installation of Electronic Bicycle Lockers at County Administration Center - (A) Authorize the Director of General Services Department to submit an application to the Bay Area Air Quality Management District requesting funds in the amount of \$70,000 to purchase and install 28 electronic bicycle lockers on the County Administration Center; (B) Adopt a Resolution authorizing the submittal of an application to the Metropolitan Transportation Commission requesting funds in the amount of \$35,480 to be used as a local match on the project; (C) Authorize the Director of General Services to accept these aggregated grant awards of up to \$105,480 and to execute a contract, subject to County Counsel approval, with eLock Technologies in a form approved by County Counsel and in an amount not to exceed \$99,984 for the manufacture, installation, and maintenance of the electronic bicycle lockers. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0099

HEALTH SERVICES

7. Community Transformation Grant Contracts - Authorize the Director of the Department of Health Services to approve the following agreements:

(A) Sixth amendment to an agreement with Laurie Hiatt in an amount not to exceed \$10,795 for a new not to exceed contract total of \$119,330, expanding the scope of work to include Community Transformation Grant assessment and program support services for the Healthy Food Outlet Project, and extending the contract term by nine months for a new end date of September 30, 2014.

(B) Second amendment to an agreement with Santa Rosa Memorial Hospital in an amount not to exceed \$56,210 for a new not to exceed contract total of \$237,313, and expanding the scope of work to include program services related to providing technical assistance, support, and training to small retail food outlets on implementation of the Healthy Food Outlet Project for the period March 21, 2011 to September 30, 2016.

(C) Second amendment to an agreement with Roseland School District in an amount not to exceed \$13,920 for a new not to exceed contract total of \$87,692, expanding the scope of work to include program services related to implementing Active Recess at

CONSENT CALENDAR (Continued)

Item #7 (Continued)

Roseland, Sheppard, and Roseland Creek Elementary Schools, and extending the contract term by nine months for a new end date of September 30, 2014.

- (D) Agreement with Better World Advertising for the design, development, and placement of media and social network initiatives addressing nicotine addiction and promoting healthy beverages for the period March 19, 2013 to September 30, 2014 in an amount not to exceed \$376,000.

Board Action: Approved as Recommended
UNANIMOUS VOTE

8. Authorize the Director of Health Services to execute an agreement with EMSystems, LLC for an electronic patient care record database system available to all emergency services providers in the county for the period October 1, 2012 through September 30, 2014 in an amount not to exceed \$42,908.

Board Action: Approved as Recommended
UNANIMOUS VOTE

REGIONAL PARKS

9. Adopt two Resolutions authorizing the Director of Regional Parks to apply for and execute agreements with the California Department of Transportation for the Sonoma Valley Trail planning grant and the Petaluma to Sebastopol Trail planning grant (First, Second and Fifth Districts).

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution No. 13-0100, 13-0101

RETIREMENT

10. Adopt a Resolution adopting the special election results declaring William L. Adams as the third trustee position (General) of the Sonoma County Employees' Retirement Association (SCERA) Board.

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution No. 13-0102

TRANSPORTATION AND PUBLIC WORKS

11. Adopt an Ordinance establishing a no parking zone along the east side of Dry Creek Road, beginning 188 feet southerly of the centerline of Lambert Bridge Road and extending southerly for a distance of 172 feet. (Second Reading - Ready for Adoption) (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Ordinance No. 6024

CONSENT CALENDAR (Continued)

12. Adopt an Ordinance establishing a no parking zone on Buena Vista Road as a safety measure. (#66015) (Second Reading - Ready for Adoption) (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Ordinance No. 6025

13. Adopt a Resolution authorizing the Director of Transportation and Public works to execute an agreement with the California Department of Parks and Recreation to accept up to \$42,753 for the installation of guardrail on the new Willow Creek Bridge (20C0570) on Willow Creek Road. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0103

14. Authorize the Chair to execute an agreement with Environmental Science Associates for \$34,800 with a term ending December 31, 2014 for hydraulic and geomorphic analysis of Gill Creek for the replacement of the River Road over Gill Creek Bridge. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

15. Authorize the Chair to sign an amendment to legal service and consulting agreement with bond counsel Richards Watson Gershon extending the agreement term from March 22, 2013 to June 30, 2014 and increasing to an amount not to exceed \$27,000. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

16. Approve and authorize the Chair to execute an agreement for professional services between the County of Sonoma and Associated Right of Way Services, Inc. in an amount not to exceed \$127,000 with a term ending December 31, 2014 for performance of right-of-way services for the Forestville Roundabout at Mirabel Road/State Route 116 Project. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

17. Adopt a Resolution authorizing the Director of Transportation and Public Works to execute actions necessary for the purpose of obtaining state financial assistance provided by the California Emergency Management Agency (EMA) for Sonoma County Transit's on-board Video Security Systems for Fixed-Route Vehicles, and authorizing the Chair to execute the Authorized Agent Form required under the program.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0104

CONSENT CALENDAR (Continued)

MISCELLANEOUS

18. Approval of Minutes - Approve the minutes of the meeting of February 26, 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, Sonoma County Water Agency, and Board of Supervisors. (B) Approve the minutes of the meeting of February 26, 2013 for the Sonoma Valley County Sanitation District.

Board Action: Approved as Recommended
UNANIMOUS VOTE

IV. REGULAR CALENDAR (Items 19 through 22)

FIRE AND EMERGENCY SERVICES / GENERAL SERVICES

19. Approve the Fire and Emergency Services' Annapolis Fire Station construction project to be built at the Transportation and Public Works' Annapolis Road Yard. (Fifth District)

9:02 A.M.

Present: Fire Chief Mark Aston, Fire and Emergency Services and Wayne Hovey, General Services Department

Board Action: Approved as Recommended
UNANIMOUS VOTE

HEALTH SERVICES

20. Authorize the Director of Health Services to execute an Intergovernmental Transfer Agreement with the California Department of Health Care Services to transfer \$5,116,835 from the Sonoma County Department of Health Services to the California Department of Health Care Services for service enhancements for Medi-Cal and underserved populations with term of July 1, 2011 through September 30, 2013.

9:14 A.M.

Present: Rita Scardaci, Director of Health Services, and Peter Rumble, Division Director Health Policy Planning and Evaluation, Department of Health Services

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)

21. Adopt a Concurrent Resolution amending Salary Resolution No. 95-0926 to change pensionable compensation and benefits for unrepresented, confidential, administrative management, department heads and the Board effective March 19, 2013.

Regular Items #21 and #22 were heard concurrently.

9:40 A.M.

REGULAR CALENDAR (Continued)

Item #21 Continued

County Administrator Ferguson made opening remarks

Present: Chris Thomas, Assistant County Administrative Officer; Wendy Macy, Director of Human Resources and Carol Allen, Employee Relations Manager

Speakers:

Earl Gwynne
Tim Tuscany
Martha Stiles
Myrna Spiegler
Phyns Toblar
F.G Shirley
Andre Bercut
Lauralyn Castle

Board Action: Adopt a Concurrent Resolution amending Salary Resolution No. 95-0926 to change pensionable compensation and benefits for unrepresented, confidential, administrative management, department heads and the Board effective March 19, 2013 and direct staff to return to the Board on April 9, 2013 with alternatives for County deferred compensation contributions, and with the intent to amend Section 14.1 of Salary Resolution No. 95-0926 to reflect the elimination of the County's contribution to deferred compensation effective April 9, 2013.

UNANIMOUS VOTE

Approved by Resolution No. 13-0105

22. Adopt a Concurrent Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the SEIU for the period of March 15, 2013 through October 31, 2015.

Regular Items #21 and #22 were heard concurrently.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0106

11:39 A.M. The Board recessed to Closed Session.

V. CLOSED SESSION CALENDAR (Items 23 through 29)

23. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Authority to join other counties in appealing judgment - Name of Case: County of Colusa, et al., v Douglas. Sacramento Superior Court No. 34-2012-80001053(Govt. Code Section 54956(d)(1)).

Board Action: Authorized filing of appeal in Court of Appeal.
UNANIMOUS VOTE

24. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Barella-Geney Corp., a California corporation dba North Bay Construction, Inc. vs. County of Sonoma, et al.; Sonoma County Superior Court Case No. SCV-249432 (Govt. Code Section 54956.9 (d)(1)).

Direction was given to Counsel and Staff.

25. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Sequoia Park Associates v. County of Sonoma, et al (Govt. Code Section 54956.9 (d)(1)).

Board Action: Authorized settlement of the case with the County waiving costs of \$12,000 and the parties dismissing all claims with prejudice.
UNANIMOUS VOTE

26. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: County of Sonoma v. Cobblestone Homes, Inc., et al., SCV-253245 (Govt. Code Section 54956.9 (d)(1)).

Direction was given to Counsel and Staff.

27. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Conference with Labor Negotiator - Agency Negotiator: Fran Buchanan, IEDA Negotiator; Jerry Dunn, Director, Human Services Department; Diane Kaljian, Director, Adult & Aging Division, Human Services Department (Govt. Code Section 54957.6).

Direction was given to Labor Negotiators.

28. 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

CLOSED SESSION CALENDAR (Continued)

Item # 28 Continued

following in closed session: Conference with Labor Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Direction was given to Labor Negotiators.

29. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation (Govt. Code Section 54956.9(d)(4)).

Direction was given to Counsel and Staff.

VI. REGULAR AFTERNOON CALENDAR (Items 30 through 34)

2:07 P.M. - RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Mike McGuire, Efren Carrillo

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

2:10 P.M. Supervisor Zane joined the meeting.

30. Report on Closed Session.

2:07 P.M.

County Counsel Bruce Goldstein reported that Closed Session on Items 23-29 would reconvene after Item 33.

31. 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.)

2:08 P.M. Public Comment Opened

Katherine Bobrowski
Jose Enriquez
Emila Solis
Mike McQuillen
Ilona Lea Zamora
Doug Jones
Maureen DeVoe
Richard Hannan
Stephani Rutter
John Jenkel
John "Milo" Chapman
Reefah Joseph
Doug Millar
Bob Williamson
Free _____
Anonymous

2:45 P.M. Public Comment Closed

REGULAR AFTERNOON CALENDAR (Continued)

32. 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

2:45 P.M.

No Acts or Determinations were acted on or reviewed.

PERMIT AND RESOURCE MANAGEMENT

33. PLP08-0116 - (FOURTH DISTRICT)
- a) APPLICANT: Syar Industries, Inc.
 - b) LOCATION: Alexander Valley reach of the Russian River, Geyserville
 - c) ASSESSOR'S PARCEL NO.: N/A
 - d) ENVIRONMENTAL DOCUMENT: Categorical Exemption / Mitigated Negative Declaration / Environmental Impact Report
 - e) REQUEST: Conduct a public hearing and consider adopting a Resolution approving modifications to the Use Permit Conditions of Approval including a specific enhancement project for the Syar Instream Mining project.

2:46 P.M.

Present: Jennifer Barrett, Deputy Director, Planning, Permit and Resource Management Department; and Melinda Grosch, Project Planner, Permit and Resource Management Department

2:46 P.M. Public Hearing Opened

2:47 P.M. Public Hearing Closed

Board Action: Adopt a Resolution Approving Revised Use Permit Conditions Of Approval Including A Specific Enhancement Project For The Syar Alexander Valley Instream Mining Project As Agreed Upon In The October 2, 2012 Settlement Agreement, PLP08-0116, For 22291 River Road, 1701 Alexander Valley Road, and 3125, 3845, 4849, 5125, and 526 Highway 128, Geyserville; APN's: 141-190-059, -056, and -072, 091-010-014, 091-020-012, 131-050-004, 131-060-024, 131-090-004 and -010, 140-060-001 and -002, 140-080-016, 140-220-012 and -013, and 140-230-037, Supervisorial District No. 4 (PLP08-0116).

UNANIMOUS VOTE

Approved by Resolution No. 13-0107

REGULAR AFTERNOON CALENDAR (Continued)

2:48 P.M. The Board recessed to continued Closed Session.

3:20 P.M. County Counsel Bruce Goldstein reported on Closed Session Items 23-29.

34. ADJOURNMENTS

3:23 P.M. Board adjourned the meeting in memory of James Brandal, Joy Weiss, Joe McClelland, Renee Kiff, Maria Rist, Irene Schultz, and Glendene Mauritson. The meeting was adjourned to March 26, 2013 at 8:30 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

MARCH 26, 2013

8:30 A.M.

Susan Gorin	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
Mike McGuire	Fourth District		
Efren Carrillo	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, and as the governing board of all special districts having business on the agenda to be heard this date.

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

The Consent Calendar includes routine financial and administrative actions, are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members or the public request specific items be discussed and/or removed from the Consent Calendar.

PUBLIC COMMENT

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

8:34 A.M. CALL TO ORDER

8:34 A.M. Chairman Rabbitt called the meeting to order.

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

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

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 Carrillo announced he will be attending a special California State Association of Counties Board Directors meeting with Chairman Rabbitt to discuss the Affordable Health Care Act implementation.

Supervisor Gorin announced she attended a Commission on Status of Women luncheon; participated in the march for immigrant rights; attended the North Bay Water Reuse Authority meeting with Chairman Rabbitt; attended the First 5 Commission meeting; and attended the Bay Conservation Development Commission meeting.

Supervisor Zane announced she attended Bay Area Air Quality Management District Board meeting; and participated in the unveiling of the Highway 101 "Park the Phone While You Drive" billboard.

Supervisor McGuire made a request for the Chair to send a letter in support of the Alexander Health Center in Cloverdale to change reimbursement rates; he asked each city with the exception of Santa Rosa to move forward with a Climate Action Plan; and provided the Board with a Quagga mussel update.

Chairman Rabbitt announced he attended the Golden Gate Bridge Highway and Transportation Board meeting; attended several Association of Bay Area Governments Board meetings; and announced that the Board of Supervisors of Napa, Solano, Marin, and Sonoma will convene a special regional meeting.

III. CONSENT CALENDAR (Items 1 through 24)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 5)

CONSENT CALENDAR (Continued)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution commending Sonoma International Film Festival for their cultural, artistic and sensory contribution to the community. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0108

2. Adopt a Gold Resolution commending Sonoma County Vintners and Sonoma Valley Vintners & Growers Alliance for their outstanding contributions and commitment to the community. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0109

3. Adopt a Gold Resolution celebrating 50 years since the decision of Gideon vs. Wainwright guaranteeing the right to counsel in all criminal cases for indigent defendants. (Public Defender)

Speaker: Rio Molina

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0110

PRESENTATIONS AT DIFFERENT DATE

4. Adopt a Gold Resolution declaring April 1-7, 2013 as Public Health Week in Sonoma County. (Health Services)

Speaker: Rio Molina

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0111

5. Adopt a Gold Resolution honoring Dave Miller for his passion, dedication and hard work as President of the Healdsburg Little League for over a decade, positively impacting the lives of thousands of Healdsburg families through his development of an exceptional, player-centered youth sports program. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0112

CONSENT CALENDAR (Continued)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

6. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District ("District") to execute, on behalf of the District, a services agreement with Restoration Design Group, LLC ("RDG") to complete a management plan and trails plan for Calabazas Creek Open Space Preserve and a services agreement with Prunuske Chatham, Inc. ("PCI") to update a management plan for Healdsburg Ridge Open Space Preserve. The RDG contract is not to exceed \$203,378 and the PCI contract is not to exceed \$84,213. (First and Fourth Districts)

Board Action: Approved as Recommended
UNANIMOUS VOTE

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)

7. Authorize the Chair to execute a joint agreement with City of Santa Rosa for the City of Santa Rosa to provide janitorial services for 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 and Fifth Districts)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Sonoma Valley County Sanitation District

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt

ABSENT: Brown

SONOMA COUNTY WATER AGENCY

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

8. Authorize the Chair to execute an agreement with EMC Research, Inc. to provide public opinion survey services (\$33,000; agreement terminates on March 31, 2014).

Board Action: Approved as Recommended
UNANIMOUS VOTE

9. Authorize the Chair to execute the agreement for funding of Gold Ridge Resource Conservation District Russian River Watershed Program (2013/2015) with Gold Ridge Resource Conservation District (\$44,200 over the course of three fiscal years; agreement is anticipated to be complete on December 31, 2014); and execute the agreement for funding of Green Valley Road Stream Crossing Project with Gold Ridge Resource Conservation

CONSENT CALENDAR (Continued)

Item #9 Continued

District (\$75,000; agreement is anticipated to be complete on December 31, 2014). (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

10. Authorize the Auditor-Controller-Treasurer-Tax Collector to sign a five-year contract with Hinderliter, de Llamas, and Associates for a rate of \$4,500/year + 15% of recovered funds to obtain sales tax audit services for the County.

Board Action: Approved as Recommended
UNANIMOUS VOTE

BOARD OF SUPERVISORS

11. Disbursement of 2012-2013 Discretionary Advertising Funds (Third District) - Approve Advertising Program grant awards to the following entities and authorize the County Administrator to execute contracts with the following entities: Actors' Theater For Children: \$1,000, Santa Rosa Symphonic Chorus: \$1,000.

Board Action: Approved as Recommended
UNANIMOUS VOTE

12. Approve a contribution, in the amount of \$5,000, to Cinco de Mayo Santa Rosa Festival.

Board Action: Approved as Recommended
UNANIMOUS VOTE

COUNTY ADMINISTRATOR

13. Authorize the Chair to execute a Personal Services Agreement with Susan Klassen as Director of Transportation and Public Works, from March 26, 2013 through March 14, 2016.

Board Action: Approved as Recommended
UNANIMOUS VOTE

COUNTY COUNSEL

14. Authorize the Chair to execute an amendment to the Personal Services Agreement with Veronica Ferguson as County Administrator, extending the term effective February 1, 2013 through March 26, 2016.

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

GENERAL SERVICES

15. Authorize the Chair to execute a contract with Voorhis/Robertson Justice Services, Inc. in the amount of \$45,000 to provide services to support the implementation of oversight and service delivery structural enhancements within the General Services Architecture, Facilities Operations, and Real Estate Divisions.

Board Action: Approved as Recommended
UNANIMOUS VOTE

PERMIT AND RESOURCE MANAGEMENT

16. Authorize the Chair to execute a professional services agreement with ICF Jones and Stokes, Inc. in the amount of \$473,950 to prepare a multi-jurisdictional Greenhouse Gas Reduction Implementation Program (GRIP).

Speaker: Pete Parkinson, Director, Permit and Resource Management Department

Board Action: Approved as Recommended
UNANIMOUS VOTE

REGIONAL PARKS

17. Adopt a Resolution adopting the Mitigated Negative Declaration and approving the Bodega Bay Boat Launch Facilities Improvements project; and adopt a Resolution authoring the Director of Regional Parks to apply for grant funding from the California Department of Boating & Waterways. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution No. 13-0113, 13-0114

TRANSPORTATION AND PUBLIC WORKS

18. Adopt a Resolution accepting Grant of Utility Easement deed, and land for Phase 2 of the Guerneville Street Lighting on Fife Creek Bridge Project; authorizing execution of agreement for purchase and sale of easement; authorizing payment of \$3,147, including \$-0-severance; authorizing proration and transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Raitano Trust (APN 071-180-014); Project No. W12001. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution No. 13-0115

MISCELLANEOUS

19. Approval of Minutes - (A) Approve the minutes of the meeting of March 12, 2013 for the following: Agricultural Preservation and Open Space District, Community Development

CONSENT CALENDAR (Continued)

Item # Continued

Commission, Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors. (B) Approve the minutes of the meeting of March 12, 2013 for the Sonoma Valley County Sanitation District.

Board Action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/REAPPOINTMENTS

(Items 20 through 24)

20. Appoint Mary Basham to the Commission on the Status of Women for a two year term beginning on March 26, 2013 and ending on March 26, 2015. (Third District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

21. Appoint Robert Halverson, Alfredo Perez and Carlos Ayala to the Upstream Investments Portfolio Review Committee for a two-year term ending March 30, 2015; and Reappoint current members B.J. Bischoff, Julie Sabbag-Maskey, Katie Greaves, Leo Tacata and Stephen Jackson to the Portfolio Review Committee for a second term ending March 30, 2015. (Human Services)

Speaker: Rio Molina

Board Action: Approved as Recommended
UNANIMOUS VOTE

22. Reappoint Stephanie Cabral and Paul Duranczyk to the Workforce Investment Board for two year terms ending March 26, 2015; and Reappoint Ed Barr, Dan Blake, Jeanne Buckley, Scott Kincaid, Jim Sartain, and Jimmy Toro to the Youth Council for a two year term ending March 26, 2015. (Human Services)

Board Action: Approved as Recommended
UNANIMOUS VOTE

23. Reappoint Alice Perlman to the Advisory Council to Area Agency on Aging for a two-year term from April 8, 2013 through April 8, 2015. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

24. Reappoint John Hadzess to the Civil Service Commission for a four-year term from March 17, 2013 through March 17, 2017. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

IV. REGULAR CALENDAR (Items 25 through 28)

SHERIFF'S OFFICE

25. Adopt a Resolution introducing, reading the title of and waiving further reading of a proposed Ordinance adding Article IX, Taxicab Regulations, to Chapter 18, Motor Vehicles and Traffic, of the Sonoma County Code. (4/5 vote required) (First Reading)

9:28 A.M.

Present: Anne Keck, Deputy County Counsel and Lieutenant Tim Duke, Sheriff's Office

9:48 A.M. Supervisor Carrillo left the meeting

9:49 A.M. Supervisor Carrillo rejoined the meeting

Speakers:

Bob Williamson

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0116

10:09 A.M. The Board recessed

10:24 A.M. The Board reconvened

GENERAL SERVICES / AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

AND

SONOMA COUNTY PUBLIC FINANCING AUTHORITY

SONOMA COUNTY WATER AGENCY

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

26. Sonoma County Energy Independence Program Update - (A) Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt a Resolution and approve agreements authorizing continued issuance and sale of revenue bonds, and loan of funds to the County, to fund the Sonoma County Energy Independence Program; and (B) Acting as the County Board of Supervisors: Adopt three Resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority, and authorizing execution of various related agreements, including a bond purchase agreement and a loan agreement; and receive an update on the program activity of the Sonoma County Energy Independence Program (S.C.E.I.P.) and the Federal Housing Finance Agency (F.H.F.A.) litigation proceedings; and (C) Acting as the Directors of the Sonoma County Water Agency: Adopt a Resolutions withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment.

10:24 A.M.

REGULAR CALENDAR (Continued)

Item #26 Continued

Present: Jose Obregon, Director, General Services Department; Jane Elias, Sonoma County Energy Independence Program Manager; and Sheila Berger, General Services Department

Speaker:

Bob Williamson

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution Nos. (A) 13-0117 (B) 13-0118, 13-0119, 13-0120 (C) 13-0121

PERMIT AND RESOURCE MANAGEMENT

27. Receive the 2012 Annual Report on the General Plan and review the proposed Special Projects Work Plan and provide direction to staff for program implementation in Fiscal Years 2013/2014 and 2013/2015.

11:16 A.M.

Present: Jennifer Barrett, Deputy Director of Planning, Permit and Resource Management Department and Sandi Potter, Planning Division Manager, Permit and Resource Management Department

Speakers:

Pete Parkinson, Director, Permit and Resource Management Department
Marc Bommersbach

Board Action: Approved as Recommended
UNANIMOUS VOTE

BOARD OF SUPERVISORS

28. Approve Board Sponsorship of \$4,205 to the Sebastopol Center for the Arts for the AARP Tax-Aide Program at the Sebastopol Veteran's Memorial Building from February 7, 2013 through April 11, 2013. (Fifth District)

12:27 P.M.

Board Action: Approved as Recommended
UNANIMOUS VOTE

Chairman Rabbitt announced that the Board would reconvene from Closed Session at 2:10 P.M.

12:27 P.M. The Board recessed to Closed Session.

V. CLOSED SESSION CALENDAR (Items 29 through 31)

3:47 P.M. The Board reconvened from continued Closed Session. Counsel Goldstein reported on Closed Session items #29-31.

29. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Resolution of potential claims from all cities, based on City of Alhambra et al. v County of Los Angeles, California Supreme Court no, S18547 (Govt. Code Section 54956.9(d)(1)).

Counsel Goldstein reported that a dispute developed between counties and cities over the amount of property tax administration fee to be levied by counties on revenue redistributed under state laws adopted in 2004. The matter was litigated in Los Angeles County, and Sonoma County and its cities entered into tolling agreements until the matter was resolved. Last November, the California Supreme Court ruled in favor of the cities.

The County has made settlement proposals to all its cities to resolve all claims related to the disputed administration fee revenue. Seven cities-Santa Rosa, Rohnert Park, Cotati, Windsor, Sonoma, Healdsburg and Sebastopol-have approved agreements on the terms offered. Cloverdale and Petaluma will consider the Agreements in closed session at their upcoming meetings, and if approved, will report out those agreements.

Settlement Amounts of approved agreements (executed and received by County):

City of Santa Rosa:	\$1,647,869.13
City of Sebastopol:	\$84,398.69
City of Healdsburg:	\$156,881.90
City of Sonoma:	\$119,541.02
Town of Windsor:	\$244,851.19

Approved by City but signed documents not yet received:

City of Cotati:	\$90,052.89
City of Rohnert Park:	\$411,457.01

Settlement Amounts Approved:

Petaluma:	\$584,176.21
Cloverdale:	\$67,309.74

Board Action: Authorize the Chair of the Board to execute all documents necessary to effectuate the settlement as follows:

City of Santa Rosa:	\$1,647,869.13
City of Sebastopol:	\$84,398.69
City of Healdsburg:	\$156,881.90
City of Sonoma:	\$119,541.02
Town of Windsor:	\$244,851.19
City of Cotati:	\$90,052.89
City of Rohnert Park:	\$411,457.01

UNANIMOUS VOTE

CLOSED CALENDAR (Continued)

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 Labor Negotiators.

31. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation (Govt. Code Section 54956.9(d)(4)).

Direction was given to Counsel and Staff.

VI. REGULAR AFTERNOON CALENDAR (Items 32 through 36)

2:18 P.M. - RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Mike McGuire

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

2:22 P.M. Supervisor Carrillo joined the meeting

2:30 P.M. Supervisor Zane joined the meeting

32. Report on Closed Session.

2:18 P.M.

County Counsel Bruce Goldstein reported that Closed Session on Items 29-31 would reconvene after Item 35.

2:20 P.M. David Hurst, Deputy County Counsel joined the Board replacing Counsel Goldstein

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

2:19 P.M. Public Comment Opened

Katherine Bobrowski
Peter Tscherneff
Bob Williamson
Maureen DeVoe
Mary Morrison
Richard Hannan
John Jenkel

2:39 P.M. Public Comment Closed

34. Permit and Resource Management Department: Review and possible action on the following:

- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
- b) Acts and Determinations of Project Review and Advisory Committee
- c) Acts and Determinations of Design Review Committee
- d) Administrative Determinations of the Director of Permit and Resource Management

2:39 P.M.

No Acts or Determinations were acted on or reviewed.

REGULAR AFTERNOON CALENDAR (Continued)

PERMIT AND RESOURCE MANAGEMENT

35. FIRST GENERAL PLAN AMENDMENT PACKAGE FOR 2013

- A) PLP11-0022 - (FIRST DISTRICT)
- a) APPLICANT: Herb and Betsy Stone.
 - b) LOCATION: 2837 Cavedale Road, Glen Ellen
 - c) ASSESSOR'S PARCEL NO.: 053-070-039
 - d) ENVIRONMENTAL DOCUMENT: Categorical Exemption, Section 15061(b)(3)
 - e) REQUEST: Conduct a public hearing and consider adopting a Resolution approving: 1) a General Plan Amendment from the RRD (Resources and Rural Development) 40-acre density to the RRD (Resources and Rural Development) 100-acre density land use designation; and 2) a corresponding Zone Change from the RRD (Resources and Rural Development), B6-40 acre density, SR (Scenic Resource) zoning districts to RRD (Resources and Rural Development), B6-100 acre density, SR (Scenic Resource), SD (Scenic Design Regulations) zoning districts on a 1.2 acre portion of the 4.72 acre parcel. This action will fulfill a Condition of Approval for a previously approved Lot Line Adjustment (LLA09-0053) to eliminate split land use and zoning on the newly reconfigured parcels.

2:39 P.M.

Present: Scott Hunsperger, Project Planner, Permit and Resource Department

2:40 P.M. Public Hearing Opened

2:40 P.M. Public Hearing Closed

Board Action: Adopt a Resolution Finding The Project Exempt From CEQA And Approving The Requested General Plan Amendment And Zone Change As Requested By Herb And Betsy Stone, For Property Located At 2837 Cavedale Road, Glen Ellen; Portion Of APN 053-070-039 (PLP11-0022)

UNANIMOUS VOTE

Approved by Resolution No. 13-0122

Board Action: Adopt An Ordinance Amending The Official Zoning Database of The County Of Sonoma, Adopted By Reference By Section 26-02-110 Of The Sonoma County Code, By Reclassifying Certain Real Property From The RRD (Resources And Rural Development), B6-40 Acre Density, SR (Scenic Resource) Zoning Districts To The RRD (Resources and Rural Development), B6-100 Acre Density, SR (Scenic Resource), SD (Scenic Design Regulations) Zoning Districts On An 1.2 Acre Portion Of The Resulting 4.72 Acre Parcel To Fulfill A Condition Of Approval For A Lot Line Adjustment (LLA09-0053) Located At 2837 Cavedale Road, Glen Ellen; Portion Of APN 053-070-039.

UNANIMOUS VOTE

Approved by Ordinance No. 6026

REGULAR AFTERNOON CALENDAR (Continued)

Item #35 Continued

- B) PLP11-0039 - (FIRST DISTRICT)
- a) APPLICANT: Stephen Hoffner
 - b) LOCATION: 13920 Carmel Ave., Glen Ellen
 - c) ASSESSOR'S PARCEL NO.: 054-190-007
 - d) ENVIRONMENTAL DOCUMENT: Negative Declaration
 - e) REQUEST: Conduct a public hearing and consider adopting a Resolution approving: 1) a General Plan Amendment from Rural Residential 5 acre density to Urban Residential 1 dwelling unit/acre; 2) a Zone Change from RR (Rural Residential) B6-5 acres per dwelling unit, BR (Biotic Resources), SD (Scenic Design), SR (Scenic Resources) to R1 (Low Density Residential) B6-1 dwelling unit/acre, BR, SD, SR; and 3) a Minor Subdivision to allow a 2.2 +/- acre parcel to be divided into two lots of 1.2 +/- and 1.0 +/- acres.

2:40 P.M.

Present: Melinda Grosch, Project Planner, Permit and Resource Department

2:45 P.M. Public Hearing Opened

Mike Ford

2:48 P.M. Public Hearing Closed

Board Action: Adopt a Resolution Adopting A Negative Declaration And Approving: 1) A General Plan Amendment From The RR (Rural Residential) 5-Acre Density To The UR (Urban Residential) 1-Unit Per Acre Density Land Use Designation, 2) A Zone Change From The RR (Rural Residential) B6 5-Acre Density, BR (Biotic Resource), F2 (Floodplain Combining District), SD (Scenic Design Regulations), SR (Scenic Resource) District To The R1 (Low Density Residential) B6-1-Unit Per Acre, BR, F2, SD, SR Zoning District Zoning District(s), And 3) A Minor Subdivision Of 2.2 Acres Into Two Parcels Of 1.2 Acres And 1.0 Acre In Size As Requested By Stephen Hoffner. Located At 13960 And 13920 Carmel Avenue, Glen Ellen; APN 054-190-007 (PLP11-0039).

UNANIMOUS VOTE

Approved by Resolution No. 13-0123

Board Action: Adopt An Ordinance Amending The Official Zoning Database of The County Of Sonoma, Adopted By Reference By Section 26-02-110 Of The Sonoma County Code, By Reclassifying Certain Real Property From RR (Rural Residential), B6-5 Acre Density, BR (Biotic Resource), F2 (Floodplain Combining District), SD (Scenic Design Regulations), SR (Scenic Resource) District To The R1 (Low Density Residential), B6-1 Unit Per Acre, BR, F2, SD, SR Zoning District For 2.2 Acres Located At 13920 And 13960 Carmel Avenue, Glen Ellen; APN 054-190-007. APN 054-190-007

UNANIMOUS VOTE

Approved by Ordinance No. 6027

REGULAR AFTERNOON CALENDAR (Continued)

Item #35 Continued

C) ZCE11-0018 - (FIFTH DISTRICT)

- a) APPLICANT: Ned Kahn, David and Amanda Crutcher, and Walter Iberti
- b) LOCATION: 8760 Graton Road, 3145 and 3137 Mueller Road, Graton
- c) ASSESSOR'S PARCEL NO.: 130-130-022, 130-130-023, and 130-130-024
- d) ENVIRONMENTAL DOCUMENT: Categorical Exemption, Section 15061(b)(3)
- e) REQUEST: Conduct a public hearing and consider adopting a Resolution approving proposed technical corrections for the three Graton properties to correct the technical error in implementation of a Condition of Approval (COA) for a 1992 Lot Line Adjustment (File LLA92-471). Conditions of Approval for the previously approved Lot Line Adjustment in 1992 required the applicant to apply for reconfiguration of the zoning boundaries to conform to the re-aligned parcel lines of the three parcels, which never occurred, and as a result each of the three parcels has dual land use and zoning designations. The proposed technical corrections change the land use designation and zoning boundary lines to conform to the parcel lines' and reflects current residential use of the three properties.

2:49 P.M.

Present: Lisa Posternack, Project Planner, Permit and Resource Department

2:55 P.M. Public Hearing Opened

Walter Iberti

2:00 P.M. Public Hearing Closed

Board Action: Adopt a Resolution Finding The Project Exempt From CEQA And Approving The Requested General Plan Land Use Map Amendments To Correct Technical Errors In The General Plan Land Use Map of The County of Sonoma For property Located At 8760 Graton Road, Graton, APN 130-130-022; 3145 Mueller Road, Graton, APN 130-130-023; and 3137 Mueller Road, Graton, APN 130-130-024 (ZCE11-0018).

UNANIMOUS VOTE

Approved by Resolution No. 13-0124

Board Action: Adopt An Ordinance Amending The Official Zoning Database Of The County Of Sonoma, Adopted By Reference By Section 26-02-110 Of The Sonoma County Code, By Reclassifying Certain Real Property From The C1 (Neighborhood Commercial) And RR (Rural Residential), B6-2 Dwelling Units/Acre District(s) To The RR (Rural Residential), B6-2 Dwelling Units/Acre District For 0.65 Acres Located At 8760 Graton Road, Graton, APN 130-130-022; 0.21 Acres Located At 3145 Mueller Road, Graton, APN 130-130-023; And 0.28 Acres located At 3137 Mueller Road, Graton, APN 130-130-024.

UNANIMOUS VOTE

Approved by Ordinance No. 6028

REGULAR AFTERNOON CALENDAR (Continued)

3:03 P.M. The Board reconvened to Closed Session

36. ADJOURNMENTS

3:50 P.M. Board adjourned the meeting in memory of John Cardinale and Julia West Ross. The meeting was adjourned to April 9, 2013 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk of the Board



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: 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

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): County Administrator and Human Resources

Staff Name and Phone Number:

Chris Thomas, 707-565-3781
Carol Allen, 707-565-2549

Supervisorial District(s):

Countywide

Title: Changes to Deferred Compensation Provided Under Salary Resolution 95-0926

Recommended Actions:

Adopt a Concurrent Resolution amending Salary Resolution 95-0926 to change deferred compensation benefits for Administrative Management, Department Heads and the Board.

Executive Summary:

Background:

On August 14, 2012, the Board adopted a Resolution of Intent to change in March of 2013, pensionable compensation and benefits provided to employees under the Salary Resolution. While there were a number of changes that occurred since August 14, 2012, on March 19, 2013, your Board approved a final resolution enacting the changes noted in the Resolution of Intent. With respect to the elimination of County contributions to deferred compensation, the Board approved a different elimination schedule than anticipated in August 2012 and directed staff to return on April 9, 2013 with an exploration of options available to best meet the Board's goals and commitments on deferred compensation elimination and related salary and benefit changes for the employees covered by the Salary Resolution. Staff recommends changes to the Salary Resolution to eliminate the remaining 2.25% County contributions to deferred compensation effective December 31, 2013.

The August Resolution of Intent included elimination of County contributions to deferred compensation under the heading of "Reduce Pensionable Pay". At the time, County contributions to deferred compensation plans were considered pensionable compensation and had the effect of increasing final compensation above base salary for the calculation of pension benefits. In the 2011 Ad Hoc Pension

Reform report, the Board noted that deferred compensation plans play an important role in retirement planning but in 2012 gave direction to staff to address the fact that county contributions to the current deferred compensation plan were used as a part of pension benefit calculations. At the time of the August Resolution of Intent, the only way identified to accomplish this locally was to eliminate all County contributions to the current plan.

The August Resolution of Intent therefore targeted elimination of all County contributions for all employees covered by the Salary Resolution who are general members of the retirement system by the end of March 2013 and for all employees covered by the salary resolution who are safety members of the retirement system by the end of September, 2013. Those dates were originally selected based upon the estimated completion of negotiations with employee organizations covering all general and safety members since implementation of new retirement tiers needed to be implemented at the same time for all of each membership group.

The August Resolution of Intent also included a goal of achieving a 3% reduction in total compensation costs and specifically called out the intention to “redirect some savings from the elimination of benefits in excess of 3% of total compensation by contributing approximately 2.25% of base salary into a non-pensionable, tax deferred Health Reimbursement Arrangement (HRA) annually”.

In late November 2012, the Sonoma County Employee Retirement Association Board determined that under the new state law addressing pension reform known as PEPR, as of January 1, 2013 employer contributions to deferred compensation plans would no longer be counted as pensionable compensation. In addition, it became clear that the remaining changes sought under the August Resolution would also not need to be taken at the same time for all general or safety members of the retirement system after January 1, 2013.

The remaining step before enacting the identified changes to the Salary Resolution was the completion of the actuarial review process called out in various sections of state law. This was scheduled for late February based upon the original timeline. Once the actuarial studies were completed, the remaining changes could be enacted for all employees covered by the Salary Resolution regardless of the status of negotiations with employee organizations representing either general or safety retirement system member employees.

In early 2013, guidance from the federal government in implementing the federal Affordable Care Act (ACA) was brought to staff’s attention affecting the use of contributions to an HRA for administrative managers, department heads, and the Board of Supervisors, all covered by Salary Resolution.

In order to balance meeting all the Board’s goals and commitments, staff looked for alternative options besides an HRA into which savings generated by the pension reform actions in excess of 3% of total compensation could be redirected. Based upon the Salary Resolution language, cost considerations and the Board’s direction, the preferred options would be those that were non-pensionable and tax deferred.

Staff was unable to find an alternative to an HRA that was non-pensionable and tax deferred that was not a form of deferred compensation. In addition, any other form of deferred compensation would

require time to develop a plan document and implement, which would have the effect of further delaying the other actions in the Salary Resolution if all the remaining changes were taken at one time. In order to meet the commitment made in the August Salary Resolution of Intent to eliminate County contributions to the current deferred compensation program, on March 19, 2013, staff recommended that all the employer contributions to deferred comp except the 2.25% of pay that was going to be redirected from savings actions taken in the salary resolution to an HRA for administrative managers, department heads, and the Board of Supervisors be eliminated immediately and that the remaining 2.25% of pay contributed to deferred compensation for administrative managers, department heads and the Board be eliminated on July 8, 2014.

The July date was chosen as the first payroll in the fiscal year after the January 2014 implementation of the ACA with the understanding that in the intervening months, not only would more information become clear about options to address health care costs borne by employees under the act but also the marketplace would be more developed to supply some of those options to employers and employees alike.

The Board adopted the salary resolution changes on March 19, 2013 and revised the date for the elimination of the County contributions to deferred compensation from July 8, 2014 to April 9, 2013. The Board also directed staff to return with information on alternatives that had been found by April 9, 2013 so that the Board could continue to best balance all their goals and commitments with respect to pension reform, and cost savings for the employees covered by the Salary Resolution.

Attachment A is a list of the options identified to date. Many of the options have implementation considerations which require further evaluation. As noted above, with the implementation of provisions of the ACA beginning on January 1, 2014, staff anticipates additional plan options may become available regarding health care costs. Staff will continue to evaluate additional options.

Consistent with the timing of the ACA, and the Board's commitment to all the County employees, staff recommends changes to the Salary Resolution to eliminate the remaining 2.25% County contributions to deferred compensation effective December 31, 2013.

Staff will return to your Board prior to December 31, 2013 with time to implement an alternative plan for the remaining 2.25% County contributions that were originally recommended to be contributed to an HRA or any subsequent actions your Board may direct consistent with the laws and best information at the time in order to continue to balance your pension reform and cost savings goals.

Attachment B includes the amended Salary Resolution language, Section 14 – Deferred Compensation.

Prior Board Actions:

August 14, 2012: Salary Resolution of Intent to change Salary Resolution 95-0926, Resolution #12-0398, December 11, 2012: Bartel Actuarial Report, February 26, 2012, Bartel Actuarial Report, March 19, 2013 Concurrent Resolution amending Salary Resolution 95-0926.

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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

The proposed changes to the salary resolution would eliminate employer contributions to deferred compensation in the amount of 2.25% of employee pay for certain employees covered by the salary resolution. This totals approximately \$1.2 million per year however the proposed action would occur in FY 13-14 and at that time it is anticipated to include a redirection of those contributions to another non-pensionable program so this item would have no fiscal impact in FY 12-13 or FY 13-14.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

- A – Options to Deferred Compensation
- B – Revised Salary Resolution 95-0926, Section 14 – Deferred Compensation

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



County of Sonoma

State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and the Board of Directors of the Northern Sonoma County Air Pollution Control District, State Of California, Amending Salary Resolution 95-0926 to change Deferred Compensation Benefits For Department Heads, Administrative Management, and the Board.

Whereas, benefits and compensation for Department heads, Administrative Management, Confidential and Unrepresented Employees are established under Salary Resolution 95-0926 (Salary Resolution); and

Whereas, benefits for elected Department Heads are established under the Salary Resolution and may be amended at the end of the current term of office; and

Whereas, the compensation and benefits of the Board of Supervisors is set by ordinances but incorporates by reference, provisions of the Salary Resolution; and

Whereas, in August of 2012, the Board approved a resolution of intent to change pensionable compensation and benefits provided under Salary Resolution, to reduce long term pension costs and reduce total compensation by 3%, to be effective by the end of March 2013; and

Whereas, the Board acquired actuarial data on the proposed changes, and the results of the actuarial study on the effects of the changes to pension benefits as a result of the California Public Employees Pension Reform Act (PEPRA) were presented to the Board on December 11, 2012, and the results of the actuarial study on the effects of the proposed changes to pensionable compensation were presented to the Board on February 26, 2013; and

Whereas, on March 19, 2013, the Board requested staff to return on April 9, 2013 with options to continuing a County contribution of 2.25% of pay to the current deferred compensation program for Administrative Management, Department Heads, and the Board; and

Resolution #

Date:

Page 2

Whereas, the implementation of the Affordable Care Act January 1, 2014 may result in new program options to be considered; and

Whereas, staff will continue to review options and will return to the Board prior to December 31, 2013 with a recommendation; and

Whereas, from time to time changes to the Salary Resolution may trigger administrative changes to the IRS Code 401 (a) deferred compensation plan on behalf of affected employee groups; and

Whereas, those changes may necessitate an amendment to the County of Sonoma 401 (a) Supplemental Deferred Compensation Plan provider adoption agreement with Nationwide Retirement Solutions,

Now, Therefore, Be It Resolved that the Board hereby approves the amendments to the Salary Resolution 95-0926, Section 14 – Deferred Compensation to eliminate County contributions to the deferred compensation IRS Code 401 (a) plan effective upon final contribution on December 31, 2013 (Attachment B) which is attached and incorporated by reference herein;

Be it further Resolved that the County Administrator, Director of Human Resources, and Auditor-Controller-Treasurer-Tax Collector have the authority to take any necessary administrative actions to implement the provisions of this resolution, including the authority to execute administrative changes to plan documents as needed to reflect current and future changes to the IRS Code 401 (a) Supplemental Deferred Compensation Plan provider adoption agreement and/or to make corrections of a non-financial nature.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Options to County Paid Defined Contributions to § 401(a) Plan

<u>Plan Description</u>	<u>IRC Code Section</u>	<u>Available to County</u>	<u>Requires Discrim. Testing</u> ¹	<u>Taxable</u>	<u>Pension-able</u>	<u>Administrative Effort</u>	<u>Contribution Limits -2013</u>
Current Options in Use:							
1. Tax Qualified Defined Contribution- (Money Purchase Plan) <div style="border: 1px solid black; padding: 2px; width: fit-content;">Current County Contribution Plan</div>	§401(a)	Yes, contrib. limits per PEPPRA-GC §7522.10(f)(1) for new members. PEPPRA limits do not apply to current members.	No	No, taxable upon distribution.	No, per PEPPRA for new employees. GC§7522.34 SCERA BOD determined not pensionable for current employees	Minimal. Amend current plan document; Use current vendor.	Limited to PEPPRA rules for new members GC §7522.10(f) & (g). For current members, IRC limits lesser of 25% of comp or \$51K.
2. Deferred Compensation (Eligible plan) <div style="border: 1px solid black; padding: 2px; width: fit-content;">Current Employee Contribution Plan</div>	§457(b)	Yes	No	No, taxable upon distribution.	No, per PEPPRA for new employees. GC§7522.34 SCERA BOD determined not pensionable for current employees	Minimal. Amend current plan document; Use current vendor.	\$17,500 (\$5,000 catch-up for age 50 & older). County and employee contributions combined.

¹ IRC 401(a)(5)(G) exempts govt plans described in 414(d) from 401(a)(3) [nondiscrim in coverage] and 401(a)(4) [nondiscrim in benefits]. 414(d) includes a plan maintained or established for its employees by the govt of any state or political subdivision of a state or by any agency or instrumentality of the same

Options to County Paid Defined Contributions to § 401(a) Plan

Attachment A

<u>Plan Description</u>	<u>IRC Code Section</u>	<u>Available to County</u>	<u>Requires Discrim. Testing¹</u>	<u>Taxable</u>	<u>Pension-able</u>	<u>Administrative Effort</u>	<u>Contribution Limits -2013</u>
Other Options :							
3. Cash Payment	varies	Yes.	No.	Yes	TBD by SCERA. Varies based on formula & timing of distribution.	Minimal.	N/A
4. Health Reimbursement Arrangement (HRA)	§ 105	Yes.	Yes	No tax on contribution or distribution. Excludable from FICA tax.	No.	Minimal. Amend current plan document. Can use current vendor.	Dependent upon discrimination testing results.
5. Sick and vacation leave buy- back contributions (Restrict contribution to employee deferred comp only)	§ 457(b)	Yes.	No.	No.	No, per PEPRA for new employees. GC§7522.34	Minimal. Current plan allows these contributions.	\$17,500 (\$5,000 catch-up for age 50 & older). County and employee contributions combined.
6. Flexible Spending Arrangement (FSA)	§105	Yes.	Yes.	No.	No.	Minimal. Amend current plan document. ACTTC-Payroll provides admin.	\$2,500 County and employee contributions combined.

Options to County Paid Defined Contributions to § 401(a) Plan

Attachment A

<u>Plan Description</u>	<u>IRC Code Section</u>	<u>Available to County</u>	<u>Requires Discrim. Testing¹</u>	<u>Taxable</u>	<u>Pension-able</u>	<u>Administrative Effort</u>	<u>Contribution Limits -2013</u>
Other Available Options:							
7. Tax Qualified Defined Contribution- (Profit Sharing Plan)	§401(a)	Same as current program No. 1, above.	Same as No. 1, above.	Same as No. 1, above.	Same as No. 1, above.	Adopt new plan document; Can use current vendor.	Same as above.
8. Roth IRA	§408	Yes.	No.	Yes, Contributions are post tax	No, per PEPPRA for new employees. GC§7522.34 TBD by SCERA, but most likely pensionable for current employees.	Requires new plan document, Vendor RFP. Could also allow employees to self direct IRA, but with higher administrative burden.	Variable, dependent upon AGI, Tax Status & pension plan
9. Health Savings Account (HSA)	§223	Yes	Same as HRA, No. 4 above, and subject to other requirements.	Same as for HRA, No. 4, above.	No.	Requires coordination with High Deductible Health Plan (HDHP) only. Requires new HSA plan document. Can use current HRA vendor.	Single-\$3,250 Family-\$6,450 Catch Up \$1,000 for ages 55-65. Can combine Employer and Employee contributions. No contribution if Medicare eligible.
10. Deferred	§457(f)	Yes	No	Yes, taxed	No, per	Requires new	Probably limited

Options to County Paid Defined Contributions to § 401(a) Plan

Attachment A

<u>Plan Description</u>	<u>IRC Code Section</u>	<u>Available to County</u>	<u>Requires Discrim. Testing¹</u>	<u>Taxable</u>	<u>Pension-able</u>	<u>Administrative Effort</u>	<u>Contribution Limits -2013</u>
Compensation (Ineligible plan)	§409A			when vested per Plan document.	PEPRA for new employees. GC§7522.34	plan document. Can use current vendor in place	to PEPRA rules for new members GC §7522.10(f) & (g). Up to 100% of compensation.
Other Options Not Available to County:							
11. Tax Qualified Defined Benefit	§401(a)	No, violates PEPRA §GC7522.18(a)	N/A	N/A	N/A	N/A	N/A
12. Tax Qualified Profit Sharing Plan	§401(k)	N/A, unless grandfathered in 1986	N/A	N/A	N/A	N/A	N/A
13. Tax Sheltered Annuity	§403(b)	N/A	N/A	N/A	N/A	N/A	N/A

SECTION 14 - DEFERRED COMPENSATION

**14.1 Deferred Compensation – County Paid Program (Amended 4/9/13; 3/19/13)
Unrepresented Administrative Management and Unrepresented Confidential Employees**

The County shall deposit the following percentage of an employee’s bi-weekly base salary into the 401(a) Deferred Compensation account of each Unrepresented Administrative Management employee, Department Head, and each Unrepresented Confidential employee.

The County shall deposit the following percentage of bi-weekly base salary for other Unrepresented employees into their 457 Deferred Compensation account. (Extra-help employees are not eligible for Deferred Compensation; see PST/457 Section 15.25).

	Effective 6/22/04	Effective 3/19/13*	Effective 4/9/1212/31/13**
Department Head	5.0%	2.25%	N/A
Administrative Management	4.5%	2.25%	N/A
Confidential Employee	4.0%	0%	N/A
Other Unrepresented Employee	1.0%	0%	N/A

* The changes in deferred compensation percentages referenced above shall be effective for elected Department Heads whose new term commences after March 19, 2013.

** Effective upon final contribution on ~~April 9, 2013~~ December 31, 2013, the County’s contribution to deferred compensation will be eliminated.

In order to receive such deferred compensation, each employee must be in pay status for at least fifty percent (50%) of the employee's regular work schedule in a pay period. Nothing herein renders the County liable to any employee for continuance of the current deferred compensation plan in the event of a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof or the employee becoming ineligible to participate in the deferred compensation plan. ~~County paid deferred compensation under this Subsection 14.1 (Deferred Compensation - County Paid Program) shall not be included in the calculations of retirement.~~

~~Effective June 22, 2004, one percent (1%) deferred compensation will be re-directed towards the 3% at 60 retirement benefit for general members as detailed within Section 36.1 and towards 3% at 50/55 for safety members as detailed within Section 36.2.~~

14.2 Deferred Compensation - Administrative Fees

Administrative Management, Appointed and Elected Department Heads, and Confidential employees who receives deferred County-paid 401(A) plan benefits shall pay a seventy-five cent (\$0.75) fee per pay period. Fee payments under this section will no longer be charged to employees when County paid contributions to accounts are eliminated.

14.3 **Deferred Compensation – Voluntary Plan** ([Amended 3/19/13](#))

The County will maintain a voluntary deferred compensation plan for all employees eligible under Federal law and the rules of the deferred compensation plan.

14.4 **PST/457 Deferred Compensation Retirement Plan** ([moved from Section 15.9](#))

Part-time (less than 0.50 FTE) and extra-help employees who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by Internal Revenue Code Section 457 in lieu of Social Security. The County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

EMPLOYEE	COUNTY
3.5%	4.0%

The Sonoma County Water Agency employees are not included in the PST/457 Deferred Compensation Plan as they are presently covered by Social Security.



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 23 10:00 A.M.
(This Section for use by Clerk of the Board Only.)

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

To: Board of Commissioners

Board Agenda Date: April 9, 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: Sonoma County Housing Authority Public Housing Agency Annual Plan

Recommended Actions:

Resolution of the Sonoma County Community Development Commission, in its capacity as the governing body of the Sonoma County Housing Authority, approving the Sonoma County Public Housing Agency Annual Plan for the period of July 1, 2013 – June 30, 2014, and an amended Housing Choice Voucher Administrative Plan, and authorizing submission to the U.S. Department of Housing and Urban Development.

Executive Summary:

The Sonoma County Housing Authority (SCHA) administers the Housing Choice Voucher Program under contract with the U.S. Department of Housing and Urban Development (HUD). The purpose of the Voucher Program is to assist very low-income households in obtaining decent, safe, and sanitary housing by providing rental subsidies.

Section 511 of the Quality Housing and Work Responsibility Act of 1998 requires that all housing authorities prepare a Public Housing Agency (PHA) Annual Plan for each year. The SCHA's PHA Plan provides a source for interested parties to locate basic PHA policies, rules, and requirements concerning the SCHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the SCHA's mission and strategies for serving the needs of low-income and very low-income families. It is consistent with the Consolidated Plans of the County of Sonoma and the City of Petaluma, the two HUD entitlement jurisdictions in which the SCHA operates the Housing Choice Voucher Program.

A notice was published in the Press Democrat on February 23, 2013, informing the public that the Draft PHA Annual Plan was available for public review. The notice included the date that the required public hearing would be held before the Board of Commissioners, and stated that written comments would be considered until April 9, 2013. The Community Development Committee reviewed and recommended approval of the Draft PHA Annual Plan on February 26, 2013. The Plans will be submitted to HUD electronically by April 16,

2013.

The Housing Choice Voucher Administrative Plan is a required element of the PHA Plan and establishes local policies for administration of the program. The SCHA is required by HUD to amend its Housing Choice Voucher Administrative Plan to reflect program changes and HUD requirements. The present Administrative Plan, approved on March 27, 2012, is being amended to clarify and update existing policies. A summary of the proposed changes is attached.

The attached Resolution will approve the SCHA's amended Housing Choice Voucher Administrative Plan, approve the SCHA's PHA Annual Plan for 2013 - 2014, authorize the Chair of the Commission to sign the required certifications, and authorize the Executive Director to submit the PHA Plan to HUD.

Prior Board Actions:

4-06-10: Commission approved Resolution No. 10-0280 approving current PHA 5-year Plan.

4-05-11: Commission approved Resolution No. 11-0166 approving fiscal year 2011-2012 Annual PHA Plan and amended Housing Choice Voucher Administrative Plan.

03-27-12 Commission approved Resolution No. 12-0148 approving fiscal year 2012-2013 Annual PHA Plan and amended Housing Choice Voucher Administrative Plan.

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

The Sonoma County Housing Authority assists very-low income community members afford decent, safe and sanitary shelter.

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	\$
	\$		\$
Total Expenditure	\$ 0	Total Sources	\$ 0

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:

1. Resolution.
2. Summary of Housing Choice Voucher Administrative Plan Changes.

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

1. 2013-2014 Annual PHA Plan.
2. PHA Certification of Compliance with the PHA Plan and Related Regulation form.
3. Proof of Publication of Public Notice



County of Sonoma

State of California

Date: April 9, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Sonoma County Community Development Commission, In Its Capacity As The Governing Body Of The Sonoma County Housing Authority, Approving The Sonoma County Public Housing Authority (PHA) 2013-2014 Annual Plan, Approving An Amended Housing Choice Voucher Administrative Plan, And Authorizing Submission To The U. S. Department Of Housing And Urban Development (HUD).

Whereas, the Sonoma County Housing Authority currently administers a Housing Choice Voucher Program funded by the U. S. Department of Housing and Urban Development (HUD); and

Whereas, pursuant to the requirements of Section 511 of the Quality Housing and Work Responsibility Act (QHWRA) of 1998, the Sonoma County Community Development Commission (Commission) must approve a Public Housing Agency (PHA) Plan for the Sonoma County Housing Authority; and

Whereas, a notice was published in the Press Democrat informing the public that the Draft PHA Annual Plan was available for public review. The notice included the date that the required public hearing would be held before the Board of Commissioners, and stated that written comments would be considered until April 9, 2013; and

Whereas, the Sonoma County Housing Authority has amended its Housing Choice Voucher Administrative Plan to comply with HUD requirements and implement local options; and

Whereas, HUD requires that the Annual PHA Plan and amended Administrative Plan be formally approved by the Board of Commissioners.

Now, Therefore, Be It Resolved, by the Board of Commissioners that:

1. The Sonoma County Housing Authority Annual PHA Plan for fiscal year 2013-2014 and the amended Housing Choice Voucher Administrative Plan for the Sonoma County Housing Authority are hereby approved.

2. The Chair of the Board of Commissioners is hereby authorized and directed to execute the PHA Certifications of Compliance with the PHA Plan and Related Regulations form.
3. The Executive Director of the Commission is directed to submit to HUD the Annual PHA Plan.
4. The Executive Director is authorized and directed to submit to HUD a copy of this Resolution as evidence of formal action by the Commission.
5. The Executive Director is hereby authorized and directed to respond to requests for additional information from HUD as may be required to be in compliance with all applicable regulations.

Be It Further Resolved, this Resolution shall take effect immediately.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

Summary of April 9, 2013 Section 8 Administrative Plan Changes

Chapter 2

Section J – Adds HUD-required student ineligibility rule.

Chapter 7

Section D – Clarifies the income exclusion for and verification of full-time student status.

Medical Expense Deduction Policy – Clarifies allowable expenses for an assistance animal.

Chapter 9

Section A – Adds timeline for unit to be ready for initial occupancy.

Chapter 10

Section B – Adds repair timelines for initial inspections similar to those for annual inspections.

Chapter 11

Section D – Adds recent HUD-approved option to apply a voucher payment standard up to 120% of FMR as a reasonable accommodation for a family that includes a person with disabilities.

Chapter 12

Section J – Adds recent HUD-approved option to conduct streamlined recertifications for elderly and disabled families on a fixed income.

Chapter 13

Section D – Clarifies that restriction on portability applies to households that did not reside in our jurisdiction when they first applied.

Chapter 14

Section C – Adds another category of contracts to be cancelled if funding is insufficient and clarifies the order in which contracts may be restored when sufficient funding is available.

The full text of the Sonoma County Housing Authority Housing Choice Voucher Administrative Plan can be found at: <http://www.sonoma-county.org/cdc/s8annualplan.htm>

of prior participation in any federal housing program within 30 days of PHA letter to repay.

- The PHA will check criminal history for all adults in the household to determine whether any member of the family has violated any drug related or violent criminal activity regulations. The PHA will prohibit admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
- If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition.

G. TENANT SCREENING [24 CFR 982.307]

The PHA will take into consideration any of the criteria for admission described in Chapter 15, "Denial or Termination of Assistance."

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment. The PHA will inform the family in writing of the requirement to report any changes.

I. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

J. STUDENTS

A student who is enrolled at an institution of higher education who is under the age of 24, is not a veteran, is unmarried, and does not have any children, and the student's parents are individually, or jointly, ineligible for assistance, is not eligible for Section 8 Housing Choice Voucher rental assistance

2. Audited or unaudited financial statement(s) of the business.
3. Family's self-certification as to net income realized from the business during previous years, i.e.: ledgers and quarterly IRS reports.

Recurring Gifts

The family must furnish a statement from the person who provides the gifts which includes the following information:

- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status

The PHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SSI, etc., are not being received by families claiming to have zero annual income. If no income appears on any of these, then the PHA will require the family to complete a self-declaration form

Full-time Student Status

Only the first \$480 of the earned income of full-time students, other than head, co-head, or spouse, will be counted towards family income.

Generally, financial aid, scholarships and grants received by full-time students are not counted towards family income. However, financial aid that exceeds the amount paid for tuition may count towards family income when the student is over 23 years of age and has no dependent minor children in the household.

Verification of full-time student status includes:

- Written verification from the registrar's office or other school official.
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

Household members over 18 who claim on going full time student status will be required at each recertification to provide a transcript from the school in which they are enrolled and proof of current full-time enrollment.

E. INCOME FROM ASSETS [24 CFR 982.516]

MEDICAL EXPENSE DEDUCTION POLICY

Participants in the Section 8 Housing Choice Voucher Program who are 62 or older or have a disabled Head of Household or Spouse are entitled to the deduction. The allowable medical expense is that portion that is in excess of 3% of the household's annual income.

Medical expenses are expenses anticipated to be incurred during the 12 months following recertification which are not covered by an outside source such as insurance. The medical expense deduction is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular ongoing and anticipated expenses during the coming year. Generally, medical expenses are calculated annually at the time of Annual Recertification.

The following are expenses that may be included as long as they are actual anticipated out of pocket expenses that are not reimbursed or covered by insurance:

- Services of doctors and health care professionals
- Services of health care facilities
- Medical insurance premiums
- Prescription/non prescription medicines (must be prescribed by a doctor)
- Dental expenses, eyeglasses, hearing aids, batteries
- Live-in or periodic medical assistance
- Monthly payment on accumulated medical bills (regular monthly payments on a bill that was previously incurred.) This deduction will only include the amount expected to be paid in the coming 12 months.

In order for the family to receive a medical deduction, each medical practitioner must complete and sign a Medical Expense Form, listing the name and cost for all prescriptions, over the counter supplements, and medical services that are anticipated to be paid by the participant during the upcoming 12 months. For medical bills for which the participant is making monthly payments, the PHA requires a list those payments on the Medical Expense Doctor Form. Photocopies can be made of the Medical Expense Doctor Form if additional forms are needed. The PHA does not allow a deduction for transportation or for food items (i.e. Ensure, organic foods-). Allowable expenses for a verified, medically-necessary assistance animal are limited to an annual veterinarian examination and required vaccinations.

The owner certifies that the unit will be ready for occupancy within 60 days from the date of the RTA.

The owner is approvable, and there are no conflicts of interest (See Chapter 16, "Owner Disapproval"). In addition to the above, at the time a family initially receives assistance, the family share of rent may not exceed 40 percent of the family monthly adjusted income (See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards").

Disapproval of RTA

If the PHA determines that the Request for Tenancy Approval (RTA) cannot be approved for any reason, the landlord and the family will be notified by telephone. The PHA will instruct the owner and family of the steps that are necessary to approve the RTA.

When, for any reason, an RTA is not approved, the PHA will furnish another RTA form to the family so that the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353, 982.54(d)(15)]

The PHA will approve any of the following types of housing in the voucher program:

All residential structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Manufactured homes where the tenant owns the mobile home and leases the pad.

C. RENTAL AGREEMENT/LEASE REVIEW [24 CFR 982.308]

The PHA will review the rental agreement, particularly noting the approvability of optional charges and compliance with regulations and State and local law. The tenant also must have legal capacity to enter into a contract under State and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval.

The family and owner must submit a standard form rental agreement used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the rental agreement must be consistent with State and local law. The HUD prescribed tenancy addendum must be included and/or attached to the rental agreement word-for-word before the rental agreement is executed.

House Rules of the owner may be attached to the rental agreement as an addendum, provided they are approved by the PHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]

Timely Initial HQS Inspection

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination.

The PHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit to assist in future evaluations as to whether the condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the PHA once repairs are completed. Repairs must be made within 30 days. An additional two weeks or 30 days may be given by the HQS Inspector for completion of the repairs. For major repairs, the Inspection Supervisor may approve an extension beyond this period.

Modifications

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

The PHA conducts an inspection in accordance with Housing Quality Standards at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the property owner unless it is a fail for which the tenant is responsible. The PHA may verify correction by owner or participant certification together with receipts for materials or labor and photographs of the repair.

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]

The following items may be used in determining rent reasonableness:

Size (number of Bedrooms)

Location

Quality

Age of unit (if available)

Unit Type

Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

The PHA maintains an automated database which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR 982.503]

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the PHA's discretion, the Voucher Payment Standard amount is set by the PHA between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. The PHA reviews the appropriateness of the Payment Standard at least annually when the FMR is published. In determining whether a change is needed, the PHA will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless an exception payment standard has been approved by HUD.

The PHA will establish voucher payment standard amounts in the PHA jurisdiction. The PHA will establish payment standard amounts for each "unit size".

The PHA may approve a payment standard of not more than 120 percent of the FMR without HUD approval if required as a reasonable accommodation for a family that includes a person with disabilities. The PHA must determine that the requested rent is reasonable. In addition, the PHA must maintain documentation that that the unit has the feature(s) required to meet the needs of the person with disabilities.

G. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES [24 CFR 982.516(c)]

(See "Subsidy Standards" Chapter 5.)

H. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.518]

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The Noncitizens Rule was implemented on or after June 19, 1995. Mixed families may receive prorated assistance only. For example, a two person family with only one eligible member would receive a 50% subsidy.

I. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. Such authorities may include, but are not limited to:

- Sonoma County Sheriff Department for investigation
- Welfare Fraud Investigators
- SSI/Medi-Cal fraud investigators
- HUD Inspector General

J. STREAMLINED ANNUAL REEXAMINATIONS

The PHA may opt to conduct a streamlined reexamination of income for elderly families and disabled families when 100 percent of the family's income consists of fixed income. In a streamlined reexamination, PHAs will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.

The term 'fixed income' includes income from:

1. Social Security payments to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
2. Federal, State, local, and private pension plans; and
3. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially the same amounts from year to year.

Within the limitations of the regulations and this policy, a participant family has the right to receive HCV tenant-based voucher assistance to lease a unit outside the PHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a HCV tenant-based program. When a family requests to move outside of the PHA's jurisdiction, the request must specify the area to which the family wants to move.

Restrictions on Portability

Non-Resident Applicants

If neither the head of household or spouse had a legal residence within the jurisdiction of PHA at the time the family first submitted an application to waitlist, the family will be required to lease a unit in the jurisdiction of the Sonoma County Housing Authority for a twelve month period before they will be permitted to use portability.

Participants

The PHA may deny portability to higher cost areas when the PHA would be unable to avoid terminating assistance to current participants in order to remain within its available HAP funding, and the receiving PHA will not absorb the family. Participants denied portability under this section will be notified in writing at the time of denial. The PHA will hold the move request for 60 days and will notify the family if funds become available for the move within that time period.

INCOMING PORTABILITY [24 CFR 982.354, 982.355]

The PHA will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher utilizing the PHA's policies regarding subsidy and payment standards.

The PHA will absorb incoming portable families and issue a voucher from its own ACC provided there is funding available.

If funding is not available, the PHA will "administer" the family using the initial PHA's voucher. The PHA will provide eligibility and inspection services. The PHA will bill the initial PHA for HAP paid and administrative fees according to HUD regulations.

New incoming portable applicants must be income eligible in this jurisdiction.

The receiving PHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA HCV tenant-based program, but does conduct a recertification interview to determine any changes. The recertification of the family will not cause a delay in the issuance of a voucher, unless there is a question of eligibility due to changes.

If the family has a change in family composition which would change the voucher size, the PHA will change to the proper size based on its own Subsidy Standards. If the family has a change in income, the PHA will make appropriate adjustments.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the

The PHA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the PHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease/rental agreement, and if the PHA has no other grounds for termination of assistance, the PHA may issue a new voucher so that the family can move with continued assistance.

C. TERMINATION OF THE CONTRACT BY PHA [24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The term of the HAP contract terminates when the lease/rental agreement terminates, when the PHA terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" Chapter 16.)

The PHA may terminate assistance for the following reasons:

- Violation of Family Obligations under the HCV Program
- The family is required to move from a unit when the unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
- Funding is no longer available under the Annual Contributions Contract (ACC).

When insufficient funding exists to support all HAP contracts, the PHA may terminate existing contracts in the following order:

1. Households with over \$100,000 in reported assets;
2. Households with no seniors, persons with disabilities, or minor children;
3. Households with current housing assistance payments less than \$100 per month.
4. Households whose owner or manager has not authorized the direct deposit of the Housing Assistance Payment (HAP).


~~3.~~ When sufficient funding becomes available within the same calendar year, households terminated for insufficient funding may be restored to the HCV Program in the reverse order as the HAP contracts were terminated.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Sonoma County Community Development Commission



Sonoma County Housing Authority
Annual PHA Plan
Fiscal Year 2013-2014





Program Statistics

Households served:

● Housing Choice Vouchers	2,820
● Shelter Plus Care	119
● Home TBA	<u>19</u>
Total	2,958





Housing Choice Voucher Waiting List

- 13,176 households on the Waiting List
- 5,373 households live or work in our jurisdiction
- 4-5 year wait for assistance



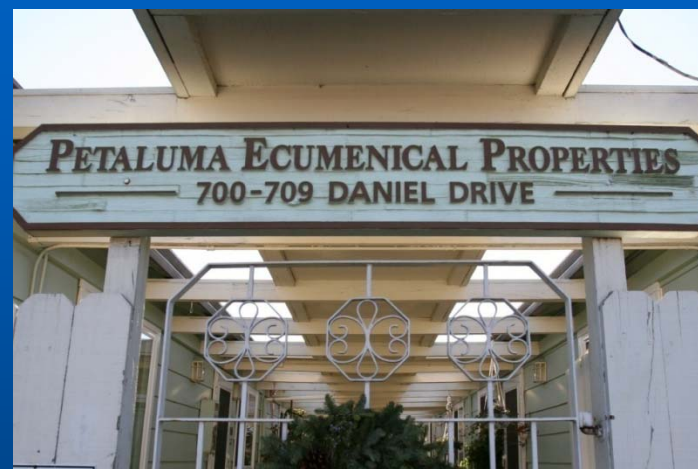
Project-Based Vouchers

Under Contract

- Divine Senior Apartments (20)
- Fitch Mountain Terrace (10)
- Daniel Drive Apartments (5)
- Windsor Redwoods (16)
- Fife Creek Commons (12)

Awarded

- Logan Place (12)





Shelter + Care



119 Households served

- Homeless Persons with HIV/AIDS, Mental Illness or Physical Disabilities
- Homeless Former Foster Youth with Disabilities
- Chronically Homeless Persons with Mental Illness

Partner Agencies include:
Face to Face, DSLC, SAY,
and Sonoma County Mental
Health



HOME – Tenant-Based Rental Assistance Program (TBA)





Mobilehome Space Rent Assistance Program



- Elderly
- Disabled
- Low income families
- 19 Households served



Family Unification Program



50 Households served



Family Self-Sufficiency (FSS)

- 164 families have completed the program



- 40 families enrolled
- 93% female head of household



Home Ownership



20 FSS families have become homeowners

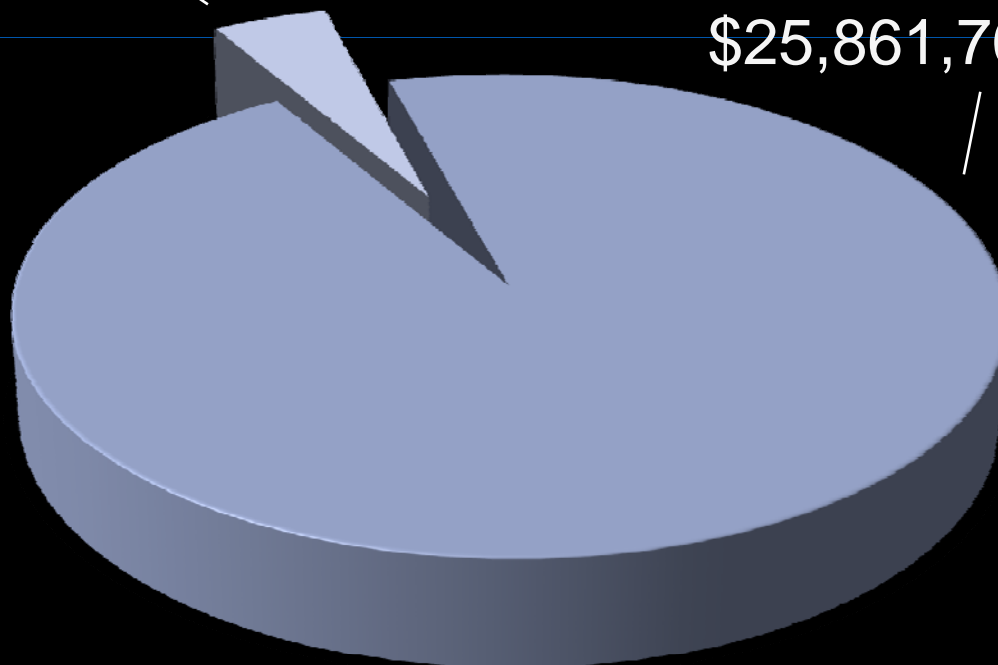




Financial Resources

Shelter Plus Care
\$1,315,944

Housing Choice
Voucher
\$25,861,708





Housing Authority Awards



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Certificate of Recognition

2012 Housing Choice Voucher Program High Performer

This certificate is awarded to:

County of Sonoma Housing Authority

Presented By

Velma Navarro, Director



Housing Authority Awards



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Certificate of Recognition

**2012 Housing Choice Voucher Program of the Year
Larger PHA Division**

This certificate is awarded to:

Sonoma County Housing Authority

Presented By

Velma Navarro, Director



Sonoma County Community Development Commission

Sonoma County Housing Authority

Fiscal Year 2013-2014

Annual PHA Plan

Public Hearing



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: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Susan R. Klassen, (707) 565-2440

Supervisorial District(s):

All Supervisorial Districts

Title: Regional Solid Waste Planning – Final Draft Master Operations Agreement

Recommended Actions:

Presentation of the Final Draft Master Operations Agreement (MOA) for long-term development, operation and maintenance of County Solid Waste Facilities including the Central Landfill and County Transfer Stations located in Annapolis, Guerneville, Healdsburg, Sonoma and at the Central site. Accept Public Comment and provide direction to staff to return to the Board on April 23, 2013 for approval.

Executive Summary:

Staff will be presenting to the Board a report that will describe for the Board and all stakeholders, the benefits and significant terms of a proposed Draft Master Operations Agreement (MOA) for long-term development, operation and maintenance of County Solid Waste Facilities including the Central Landfill and County Transfer Stations located in Annapolis, Guerneville, Healdsburg, Sonoma and at the Central site. Staff is requesting that the Board accept public comment on the Draft MOA and provide direction to staff as necessary, before the Board considers final approval of an agreement.

The Draft Final Master Operations Agreement, (MOA), is the product of the three-year County City Solid Waste Advisory Group (SWAG) collaborative process between the Cities, the County and a diverse group of public stakeholders. This public process was launched, by the County Board of Supervisors in December, 2009, to build consensus regarding Sonoma County's long-term solid waste and recycling strategy. The provisions of the Draft MOA have been carefully crafted to accomplish the fundamental goals identified through this comprehensive public process. These goals included creating a system that provides:

1. Increased diversion — decreased landfill disposal
2. Public ownership for "local control" — Private operations for "economic efficiencies"
3. No pre-set volume (put-or-pay) disposal commitments — Supports increased diversion and local flexibility
4. Long term liability relief for closure, post-closure, and unforeseen environmental liabilities at the Central Landfill site
5. A sustainable rate model that works with high levels of waste diversion
6. In-county landfill to end reliance on outhaul export of Sonoma County trash
7. Quantifiable greenhouse gas (GHG) reductions

8. Ongoing funding for education, household hazardous waste, and other programs
9. Ongoing funding source for closed county landfill sites

The participants in the SWAG process recognized the significant challenges facing Sonoma County to make the necessary enhancements to our current system to accomplish the policy goals of protecting the environment, increasing diversion, managing our own waste stream in-county, addressing long-term liability and doing all of this on a cost effective basis for the ratepayers. The SWAG, after a long, transparent and public deliberation arrived at a clear preference for addressing this challenge through a model of public system ownership combined with private sector funding and operations. On June 12, 2012, based upon the recommendation of the SWAG, the Board directed County staff to negotiate with existing contractors at the Central Landfill and Transfer Stations in developing a long-term operations agreement that would meet both the SWAG's goals for diversion, cost efficiency and local control as well as address our regional unfunded solid waste liabilities. The long-term operations agreement would have the current contractors provide solid waste handling services to the County pursuant to Public Resources Code section 40059.

The structure and scope of the MOA harnesses the strengths of both types of organizations to the benefit of the community. Benefits identified include:

Benefits from the private sector:

1. Funding of \$119 million in infrastructure development
2. Closure and post closure maintenance costs
3. Liability indemnification in perpetuity for the Cities and the County
4. Construction of a Material Recovery Facility (MRF)
5. Guaranteed diversion commitment
6. Overall economic efficiencies

Benefits from the public sector:

1. The County retains ownership of all infrastructure and property for long term flexibility
2. Public enforcement of ongoing contract compliance
3. Public oversight of County owned infrastructure
4. Long term stable and predictable rate structure with public oversight
5. Opportunity to introduce new programs or future technology

The Master Operations Agreement, (MOA), calls for Sonoma County to retain ownership of the County Solid Waste Facilities and enter into a long-term operations contract with Republic Services. Upon approval of the MOA by the Board of Supervisors, the Cities of Sonoma County will be requested to commit their waste flow to Republic Services for a 20-year term. In exchange for the 20-year waste flow commitment each City will receive indemnification in perpetuity for the liabilities related to the Central Landfill along with the other new services and program benefits that have been incorporated into the MOA to accomplish the SWAG identified goals highlighted above.

The MOA includes several conditions precedent before it becomes effective. The primary conditions precedent includes: (1) the receipt of City waste flow commitments by all Cities (with the exception of Petaluma); (2) the execution of a settlement agreement between the County and the cities concerning unfunded landfill liabilities; and (3) receipt of all necessary permits. The primary permit - the Waste Discharge Requirements (WDR) permit from the Regional Water Quality Control Board – was approved by the Regional Board on March 14, 2013. Since the waste flow commitments and the amount of the County Concession Payment are tied to the settlement negotiations between the County and the Cities, the final details of the flow commitments and amount of the Concession Payment are still being negotiated.

Attachment A to this agenda item is a summary of the scope of the Agreement as well as a description of the significant terms of the MOA that will be highlighted in the staff presentation to the Board. In addition, staff will

be discussing the results of an independent consultant’s analysis of the financial aspects of the MOA.

Although consideration of this agreement does not require a formal public hearing, in the spirit of continuing the open transparent public process which has occurred to-date the Board, following staff’s presentation, will accept public comment on the MOA and provide direction to staff to bring the final MOA back to the Board for consideration on April 23, 2013.

An initial draft MOA was presented, on December 13, 2012, to the SWAG and all stakeholders were given the opportunity to provide input. The Final Draft MOA together with exhibits, Frequently Asked Questions (FAQs) and the draft independent financial consultant’s report were posted on the County website on March 25, 2013. The CEQA Addendum for the MOA was posted on the County website on March 26, 2013.

Prior Board Actions:

June 12, 2012: The Board accepted a report providing an update on the activities and recommendations of the County City Solid Waste Advisory Group (SWAG), directed Staff to enter into negotiations with the current operators of the Central Landfill and Transfer Stations for a long term operations agreement for the County Solid Waste Facilities, and authorized the Director of Transportation and Public Works to enter into any necessary contracts to facilitate the negotiations including, without limitation, retaining experts to assist in due diligence activities, provided such contracts do not exceed \$25,000 each. July 12, 2011: The Board accepted a report providing an update on SWAG activities, presenting the recommendations of the SWAG Research Committee Report and the next steps in the SWAG process, the Board provided feedback on the Research Committee recommendations and directed the County SWAG representative to vote to proceed with a consultant analysis of the recommendations. October 26, 2010: The Board adopted a Resolution stating concurrence with the Sonoma County/City Solid Waste Advisory Group priorities and objectives for developing a regional long-term solid waste option. December 08, 2009: The BOS approved and authorized release of the Request for Proposals (RFP) for Short-Term Transfer Station Operations, Transport and Disposal Services. Directed staff to include two optional services in the RFP for (a) Central Landfill limited disposal resumption operations (up to 558,206 cubic yards total), and (b) re-permitting services related to the Central Landfill (up to 9 million cubic yards) and direct staff to take actions needed to create and provide staff support to a Special Task Force of County and City elected officials to develop a consensus on a long-term solution for solid waste management. October 27, 2009: The Board of Supervisors did not approve the proposed Divestiture of the County Solid Waste Facilities.

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

Providing community members with access to safe solid waste management services, and Goal 2: Economic and Environmental Stewardship, providing the community with a solid waste system which is focused on providing increased recycling and green house gas reductions in a manner that is economically efficient.

Fiscal Summary - FY 12-13			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (If Required):			
<p>As presented today, the Draft MOA, once approved and made effective by the commitment of Sonoma County cities, will have a beneficial fiscal impact to the County by increasing diversion, reducing trash haul and resulting GHG emissions, providing a sustainable rate model. The initial rate impact to a typical franchised collection customer is expected to be nominal (less than 4%). The contractor's service fee is adjusted annually, during the 20 year commitment period, by 90% of the change in Consumer Price Index (CPI) with a maximum cap of 3.5% in any given year.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment 1: Summary of Scope of MOA and description of significant terms			
Attachment 2: FAQs			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. Draft Final Operations Agreement for Operation of the Central Landfill and County Transfers Stations between the County of Sonoma and Republic Services of Sonoma County, Inc. 2. Sonoma County Operations Agreement Review prepared by Capital Public Finance Group 3. CEQA Addendum 4. Redlined copy of the Operations Agreement comparing the Final Draft to the December 4, 2012 previous draft distributed as part of the SWAG December agenda materials. 			

Attachment 1 – Draft MASTER OPERATIONS AGREEMENT

OVERVIEW OF DRAFT AGREEMENT STRUCTURE

Republic Services (Republic) will enter into a Master Operations Agreement (MOA) with the County that includes long-term management, development, environmental compliance and operations of the Central Landfill and transfer stations located at Central, Annapolis, Healdsburg, Guerneville and Sonoma. County will retain ownership of all underlying property. Republic’s development responsibilities will include capitalization and construction of landfill liners in accordance with approved permits, as well as construction, which will update the existing Central Transfer Station to include Material Recovery Facility (MRF) equipment to process dry commercial, construction debris and select self-haul materials. Included in the scope of Republic’s responsibility will be management, operation and maintenance of the existing Gas to Energy Plant at the Landfill.

Republic will enter into a long-term agreement with The Ratto Group of Companies, Inc. for the operations of the five Transfer Stations, the MRF and transport services. In addition as part of the MOA, The Ratto Group will implement separation of commercial waste collection routes, such that food waste is collected separately for transport to a facility for composting and the dry commercial routes can be fed through the MRF. This subcontract agreement is an exhibit to the MOA.

Republic will require 20-year flow commitments from the County and all of the Cities (with the exception of Petaluma). Republic will assume all closure, post-closure and environmental liabilities for the Central Landfill in perpetuity. Resolution of any remaining liabilities related to the former County closed landfill sites is outside of the discussions of the MOA and will be appropriately discussed by the County and Cities with their respective attorneys in closed session. A separate County-City settlement agreement is anticipated to address indemnification and other remaining liability issues associated with the closed landfill sites.

There are terms included within the Master Agreement to address regional solid waste and climate protection goals, including diversion incentives and reporting, rate structure, including initial disposal rates and future rate control, concession payments, and employees. Significant terms of the MOA are discussed in more detail below.

PROJECT GOALS	COMPLETED TERMS AND/OR STATUS OF NEGOTIATIONS
In-County Disposal Option	1) <u>Construction of In-County Landfill Capacity</u> – to be fully funded and constructed by Republic Services. 2) <u>In-County Disposal Requirement</u> - Republic required to dispose of waste in-county at the Central

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	<p>Landfill in accordance with all applicable permits including the Solid Waste Facility permit issued by CalRecycle and the Waste Discharge Requirements issued by the Regional Water Quality Control Board. The MOA prohibits importation of out-of-county waste.</p> <p>3) <u>Operations of Facilities</u> – Republic will have rights to operate the landfill and transfer station facilities for a term equivalent to the “life of site” of the Central Landfill (estimated to be 25-30+/- years). The term of waste flow commitments from County/Cities to be 20 years.</p> <p>4) <u>Extension of the Term</u>. The County and the Cities have the right to extend the waste commitment terms at the disposal rates then in effect at the time of the extension. Additionally, at the end of the 20-year term, the County and the Cities have the right to obtain a third party proposal for disposal which Republic can offer to match the terms of the third party proposal. If Republic chooses not to meet the third party proposal, the County would get the Transfer Stations back, with the exception of the Central Transfer Station, and Republic could continue to operate the facilities at the Central Landfill.</p>
<p>Regional Diversion and Climate Protection Goals</p>	<p>1) <u>Construction of Material Recovery Facility (MRF)</u> – Republic to fully fund, permit and construct a MRF in the Central Transfer Station to process dry commercial, construction debris and selected self-haul materials, within 2 years of the effective date of the MOA.</p> <p>2) <u>Commercial Food Waste Composting</u> - Republic must implement Commercial Food Waste Composting program by July 1, 2014. The program would initiate commercial food waste collection routes throughout the County and transport the commercial food waste to Republic’s facility in Richmond. Should the Sonoma County Waste Management Agency develop an in-county commercial food waste composting facility, then the MOA requires Republic to redirect the commercial food waste to the in-county facility.</p> <p>3) <u>Green and Wood Waste Composting</u> – Republic is committed to provide operational oversight to this program should the Cities and County desire it. If within 18 months of the effective date of the MOA the Cities and County request it, Republic will negotiate in good faith an amendment to the MOA with pricing for provision of this service. This term in the MOA is structured to allow flexibility to decision makers, accountability for diversion as well as provide a backstop such that there is a smooth continuation of the green and wood waste composting in Sonoma County, whether it be with the Sonoma County Waste Management Agency or through Republic.</p> <p>4) <u>Green House Gas Emissions Reduction Measurement</u> - The MOA requires Republic to do a base line analysis of GHG emissions associated with operation of the County facilities and update the analysis to quantify GHG reductions achieve every three years through the term of the MOA.</p> <p>5) <u>Incentives/Disincentives for Diversion Goals</u> – The MOA requires that Republic annually divert</p>

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	<p>at least 67,000 tons of materials received at the County facilities. The contract contains a penalty of \$50.00/ton for every ton less than 67,000 tons that was not diverted. Additionally, the contract requires that Republic operate the Material Recovery Facility at full staff at least 8 hours a day (40 hours per week), even if the 67,000 tons has already been achieved.</p> <p>6) <u>Future Diversion Programs or Other Technological Advances</u> – The MOA includes a provision whereby the County or any participating City may introduce a new program or technology for consideration at any time during the term of the MOA. The MOA calls for a process for the parties to meet and confer related to operational and financial considerations required for implementation of a specific project request. The MOA also includes a provision for compensation adjustments should a new program request or technology update require rate adjustments to the MOA.</p>
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<p>Cost Efficiencies – Initial Rates and Rate Control</p>	<ol style="list-style-type: none">1) <u>Achieve Reasonable and Stable Disposal Rates</u> – Republic will be required to collect a gate rate which will have three components: (i) the Contractor Service Fee which is the Contractor’s full compensation for all services provided under the MOA, (ii) the Government Fees - which consists of federal/state and local fees - including the Sonoma County Waste Management Agency fee, and (iii) a Concession Payment which is paid by Republic to the County in exchange for the County granting Republic the exclusive right to operate the County facilities. There will not be any “put-or-pay” provisions in the MOA. The initial Contractor Service Fee for City and County commercial collected refuse committed through a Waste Delivery Agreement will be \$104.35/ton. The Initial Government Fee component is \$7.50/ton which includes the Sonoma County Waste Management Agency Fee. The Concession Payment is not yet finalized. However, it is anticipated that once the Concession Payment is finalized and included in the gate rate, the total gate rate will be higher than the existing County tip rate. It is expected that the resultant impact on existing franchised collection rates will be nominal (less than 4% average). The County tip fee for franchised collected waste is anticipated to be \$114/ton in the preliminary draft FY 13/14 Refuse Budget, if the MOA does not go forward.2) <u>Spread SCWMA fees and Concession Payments over all incoming materials</u> – MOA terms require SCWMA fees and Concession Payments to be collected by Republic on all materials entering County facilities, with the only exceptions being: (i) materials being brought in and used for beneficial purposes, such as alternative cover materials; and (ii) residual waste resulting from existing recycling processing facilities doing business in Sonoma County.3) <u>Rate Escalation Method</u> – The MOA allows for annual rate increases of no more than 90% of consumer price index, subject to a cap of 3.5% in any one year period.4) <u>Other Changes to Rates</u> – Besides the rate escalation method discussed above, the only other changes to rates allowed during the 20-year waste commitment period are limited to changes in law and certain defined force majeure events to the extent that their cost impact to Republic is documented to exceed \$50,000 in any one year period.
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<p>Resolution of Liabilities for Central Landfill and Closed Landfills</p>	<ol style="list-style-type: none"> 1) <u>Indemnification for Cities and County for Environmental Liabilities for the Central Landfill</u> – The MOA requires Republic to release, indemnify and defend the County and the Committed Cities for environmental liabilities associated with the Central Landfill, with one exception. Republic is not willing to take responsibility for other operations allowed on the property that Republic does not control (such as composting or household hazardous waste operations). Settlement of liabilities is an on-going confidential discussion between the County and the Cities. A settlement agreement between the Cities and the County is a condition precedent to the cities entering into waste flow commitments. It is anticipated that the Settlement Agreement will include resolution of liabilities for the 7 closed landfills. 2) <u>Creation of revenue stream to cover post-closure maintenance and liabilities associated with closed landfill sites</u> - The MOA requires Republic to pay the County and a Concession Payment for the exclusive right being granted by the County to Republic to operate the facilities. The Concession Payment is structured as a per ton payment to be collected by Republic on all material entering the facilities, with a few exceptions as noted above. The initial County Concession Payment which is not yet finalized will be a per ton rate and will adjust during the term of the MOA depending upon the amount of tons delivered to the facilities. A portion of the revenues collected from the Concession Payment are intended to provide a revenue stream for the County to use to cover remaining County/Cities maintenance obligations and environmental liabilities for the closed landfill sites. These provisions will be addressed in a separate settlement agreement between the County and the cities.
<p>Security and Assurances</p>	<ol style="list-style-type: none"> 1) <u>Parent Company Guarantee</u> - Republic Services, the parent company with over \$8 billion in gross revenues, will execute a corporate guarantee agreeing to meet the obligations of the MOA in the event there is a breach of contract. 2) <u>Regulatory Financial Assurances</u> –The MOA requires Republic to post financial assurances for closure (estimated at \$28 million) and post closure maintenance (estimated at \$24 million) expenses. The financial assurances will be issued to the State (as required under law). 3) <u>Breach, Default and Remedies</u> – The MOA includes numerous remedies for the County to pursue should Republic breach an obligation. The MOA also requires Republic to issue a \$3 million letter of credit to the County as additional security for Republic’s performance of its obligations. 4) <u>Pollution Insurance</u> – Republic will carry pollution liability insurance for its operations in the amount of \$10 million per occurrence, \$30 million in the aggregate. 5) <u>Contract Oversight</u> - The MOA includes standard provisions on auditing rights of the County; reporting requirements; and limitations on assignment. In addition, the Concession Payment

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	<p>will provide funding for a dedicated County staff member to monitor and oversee contract compliance throughout the term of the MOA.</p>
<p>City/County Flow Commitments</p>	<ol style="list-style-type: none"> 1) <u>20 year commitment of trash and commercial food waste from County and Cities</u> - A standardized City flow commitment agreement is currently under negotiation and is tied to the settlement negotiations between the County and the Cities. 2) <u>Most Favored Customer Clause</u> – Under terms of the MOA, Republic is prohibited from providing a lower Contractor Service Fee to any Sonoma County public agency than is provided to those agencies that have executed commitment agreements with Republic. 3) <u>Commitment of Green and Wood Waste</u> - Waste Delivery Agreements do not include provisions for the commitment of Green and Wood waste, as this is currently committed to the Waste Management Agency through the Joint Powers Agency agreement. Should the County and the Cities negotiate an arrangement with Republic Services to oversee the Compost Operations in the future, then the waste flow commitment agreements would be amended to include these materials. 4) <u>Option to Extend Flow Commitments</u> - There will also be an opportunity for County/Cities to extend their commitment term after the initial 20 years, at the gate rates in effect at the time of the extension option being exercised. Ability to extend the term is dependent on capacity and obtaining viable level of additional commitments for additional term. In addition, the County and Committed Cities can seek a third party proposal for disposal options at the end of 20 years, which Republic will have the right to match.
<p>Other Misc. Provisions</p>	<ol style="list-style-type: none"> 1) <u>Employees- Hiring of Existing Landfill Employees</u> - There are a total of 26 currently occupied County positions potentially impacted by the transition of the operation to a private operator. MOA terms have been negotiated which provide for Republic to offer a minimum of 15 positions to current County employees who are in the appropriate job classification for the open positions. The job offers will be made subject to the employee meeting Republic’s standard pre-employment medical requirements, including drug testing. Qualified employees hired by Republic and/or Ratto shall have employment for 6 months, unless dismissed for cause. Many of the 11 remaining positions will be retained by the County and used to fill vacancies that have been held with the Transportation and Public Works Dept. in anticipation of this MOA. Employees that do not qualify to retain employment with the County, <i>and</i> are not employed by the Contractor, will receive from Republic Services 2 weeks of base pay per year of service to the County up to a maximum of 24 weeks of base pay as severance pay. 2) <u>Importation of Waste from Out-of-County</u> – The MOA prohibits the importation of out-of-

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	<p>county waste.</p> <ol style="list-style-type: none">3) <u>Self Haul Rates</u> – The MOA restricts Republic’s ability to charge self-haul customers 5% more than committed waste rates. It also requires Republic to spread out its closure/post closure costs and liner development costs evenly across all waste, including self haul rates.4) <u>Rights to Landfill Gas</u> – Republic will have the rights to the landfill gas.5) <u>Conditions Precedent to Effectiveness of Master Operations Agreement</u> - The MOA is not effective until the following conditions are met: (i) receipt of all landfill permits; and (ii) flow commitment agreements are executed by the Cities; and (iii) agreement on a County/Cities settlement agreement that will be executed in connection with the overall transaction.
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SONOMA COUNTY AND REPUBLIC SERVICES

THE MASTER OPERATIONS AGREEMENT

The Master Operations Agreement, (MOA), is the product of the three-year Solid Waste Advisory Group (SWAG) collaborative process between the Cities, the County and a diverse group of public stakeholders. This public process was launched to build consensus regarding Sonoma County's long-term solid waste and recycling strategy. The provisions of the MOA have been carefully crafted to accomplish the fundamental goals identified through this comprehensive public process. These goals included creating a system that provides:

- Increased diversion – decreased disposal
- Public ownership for “local control” – Private operations for “economic efficiencies”
- No pre-set volume (put-or-pay) disposal commitments – Supports increased diversion & local flexibility
- Long term liability relief for closure, post-closure, and the unforeseen at the Central Landfill site
- A sustainable rate model that works with high levels of waste diversion
- In-county landfill to end reliance on outhaul export of Sonoma County trash
- Quantifiable greenhouse gas (GHG) reductions
- Ongoing JPA funding for education, household hazardous waste, & other programs
- Long term solution for composting and organics processing at Central Landfill
- Support for local businesses
- Ongoing funding source for closed county landfill sites

The participants in the SWAG process recognized the significant challenges facing Sonoma County to make the necessary enhancements to our current system to accomplish the policy goals of protecting the environment, increasing diversion, managing our own waste stream in-county, addressing long-term liability and doing all of this on a cost effective basis for the ratepayers. The SWAG, after a long, transparent and public deliberation arrived at a clear preference for addressing this challenge through a model of Public system ownership combined with Private sector funding and operations. This model harnesses the strengths of both types of organizations to the benefit of the community. Benefits identified include:

Benefits from the private sector:

- Funding of \$119 million in infrastructure development
- Closure and post closure maintenance costs
- Liability indemnification in perpetuity for the Cities and the County
- Construction of a Material Recovery Facility (MRF)
- Guaranteed diversion commitment
- Overall economic efficiencies

Benefits from the public sector:

- The County retains ownership of all infrastructure and property for long term flexibility
- Public enforcement of ongoing contract compliance Public oversight of County owned infrastructure
- Long term stable and predictable rate structure with public oversight
- Opportunity to introduce new programs or future technology

The Master Operations Agreement, (MOA), calls for Sonoma County to retain ownership of the current Transfer and Disposal System and enter into a long term operations contract with Republic Services. Once the MOA is finalized, the Cities of Sonoma County will be asked to commit their waste flow to Republic Services for a 20-year term. In exchange for the 20-year waste flow commitment each City will receive indemnification in perpetuity along with the other new services and program benefits that have been incorporated to accomplish the SWAG identified goals highlighted above.

FREQUENTLY ASKED QUESTIONS

There have been ongoing discussions about the best system to ensure that Sonoma County handles solid waste issues responsibly and sustainably. As the County considers the future of operation of the Transfer and Disposal system, many questions have been posed. The following provides answers to some of the frequently asked questions regarding the MOA. As additional questions arise, they will be answered and added to this list of Frequently Asked Questions (FAQs). The FAQ's are organized into six categories that include: Current System, Environmental, Financial, Waste Flow & Liability Relief, Operational & Contractual and Other FAQ's.

Current System FAQ's

F.A.Q. 1

Q. How exactly does the current system work now?

A. Throughout Sonoma County there are facilities, collection strategies and programs in place to prevent most waste from ever going to a landfill. Everyone is familiar with the blue and green can, yet there are numerous other efforts underway to reduce the amount of material buried. Blue can curbside recycling, green can composting, sorting of construction and demolition recyclables, and commercial recycling of cardboard and paper by baling on-site, along with other efforts all help minimize the amount of material buried in landfills to about 26% of all Sonoma County waste.

After decades of operating a landfill on Meacham Road near Cotati, the county had to close that facility in 2005 due to State agency concerns about possible pollution. During a five-year period about 240,000 tons each year were trucked from Sonoma County to landfills in other counties for disposal. Hauling our waste hundreds of miles for disposal does not make sense for the environment so the County and Cities agreed to re-open our own landfill.

New permits have been obtained to re-open the landfill for 25 to 30 years. The MOA provides the mechanism to finance the construction of the new landfill, to cover liabilities associated with eventually closing the landfill and also to intensify efforts to reduce the amount of waste sent to the landfill by maximizing recycling and diversion.

F.A.Q. 2

Q. How much garbage and waste do we generate and how much is recycled?

A. Sonoma County is home to almost 500,000 people and on any given day thousands of visitors may also be present. In our collective daily routines we each contribute to the "waste stream" or the total amount of discarded materials generated by all daily activity throughout the entire county. In 2011 this was estimated to be 1,262,000 tons. Of this total amount only 322,000 tons were disposed of in a landfill while the rest was diverted, being recycled, composted or otherwise reused. Over the past 25 years our community has been a leader in reducing the amount of waste disposed in landfills and established effective programs to capture and recycle most of the material previously thought of as waste. In 2011 approximately 74% of the waste stream was diverted from landfilling and recycled. The goal of this agreement is to help push this to 80% and beyond.

F.A.Q. 3

Q. What type of waste still gets buried in landfills?

A. We have a good idea of the answer to this question because periodically the waste material delivered to the landfill in garbage trucks is actually unloaded and inventoried by type of material. These "waste characterization" studies are designed to identify the actual composition of waste still being disposed by landfill. A 2007 waste characterization study showed that the three largest components of Sonoma County waste still being sent to landfill were organics (mostly food scraps) at 36%, construction & demolition (C&D) waste at 27% and paper at 16%. The MOA includes new programs targeting additional recovery from these waste categories to help increase diversion to 80% and beyond.

F.A.Q. 4

Q. How much recycling is being done?

A. We are all familiar with the blue and green cans available to residents but there are many other programs now in place to reduce waste and to reduce impacts on the environment. As an example, there are programs which compost Christmas trees, sort through construction debris retrieving recyclables, household hazardous waste disposal to protect water quality and public health, source separation of office paper and cardboard shipping boxes from retailers, concrete and asphalt recycling from highway construction, glass and aluminum containers recycling, etc. In 2011 approximately 940,000 tons of these various materials were estimated to be removed from the waste stream here in Sonoma County and sent back into the economy to be remade into new products or for other beneficial reuse.

Environmental FAQ's

F.A.Q. 5

Q. Does the MOA support the SWAG and County goal of reaching 80% waste diversion?

A. YES. Through the collaborative efforts of Republic Services and their primary subcontractor, The Ratto Group (TRG), the MOA offers an innovative and integrated approach to provide new diversion programs in Sonoma County. These new programs include:

- County wide food waste collection offered at no cost to all Ratto Group commercial customers
- Construction of a mixed waste Material Recovery Facility (MRF) at the Central site to process Self Haul material, Construction and Demolition waste (C&D), and Dry Commercial waste
- Selective Dry Commercial Routing to maximize diversion through MRF processing

These new programs alone will provide a solid foundation to bring Sonoma County's diversion level to approximately 79%. With the implementation of additional SWAG-identified programs outside this MOA – such as the AB-341 Mandatory Commercial Recycling Outreach, the Construction and Demolition (C&D) Recycling Ordinance, the initiation of Extended Producer Responsibility (EPR) obligations, and other diversion programs – Sonoma County should easily exceed its 80% diversion goal.

F.A.Q. 6

Q. Does the MOA include any recycling or waste diversion guarantees?

A. YES. The MOA requires that Republic Services divert a minimum of 67,000 tons per year of material from disposal. Diversion tons include the continuation of 12,000 tons per year of existing recovery through programs currently in place as part of the County System, plus an additional 55,000 tons per year of “new” diversion through the implementation of SWAG approved programs. The MOA includes monthly, quarterly, and annual reporting requirements to validate performance of these diversion levels. The MOA also includes provision for substantial financial penalties should Republic's efforts fall short. The MOA refers to the financial penalties as liquidated damages (LDs).

F.A.Q. 7

Q. How will the diversion commitments in the MOA be tracked, validated and reported to the State as required by AB 939?

A. The Sonoma County Waste Management Agency (SCWMA) will continue to be responsible for monitoring and reporting of Sonoma County's disposal and diversion information to the State, (CalRecycle), as required by AB 939. The MOA includes full time County staff to provide ongoing oversight of the diversion and disposal activities and contract performance standards of the MOA. The MOA also requires that all material entering and leaving the system is weighed on certified scales and that this information be compiled into monthly, quarterly and annual reports. Standard audit provisions within the MOA further support the County's ability to validate that Republic Services is meeting the diversion commitments required by the agreement. As is the current practice, all the information needed by the SCWMA to fulfill their monitoring and reporting requirements under AB 939 will continue to be provided. This information will also continue to be fully available to the AB 939 Local Task Force to facilitate their advisory role to both the SCWMA and the Board of Supervisors.

F.A.Q. 8

Q. Does the MOA help the County's Climate Protection Goals?

A. YES. Key provisions of the MOA will offer substantial reductions in green house gas emissions. First, is the permanent development of an In-County landfill to reduce the transportation emissions associated with the long hauling of our waste to distant out of county landfills. Additionally, the MOA requires significant new recycling and the diversion of food waste material from disposal. It is well known that increasing recycling and removing methane generating food waste from landfills can contribute greatly to reducing the carbon footprint of County. Further, the MOA requires Republic Services to hire a third party independent consultant to perform an initial baseline Green House Gas (GHG) emissions study as well as subsequent GHG reduction assessments on three year intervals during the term of the Agreement.

F.A.Q. 9

Q. Does the MOA accommodate the opportunity to introduce new programs or technology during the term of the Agreement?

A. YES. The MOA includes a provision whereby the County or any participating City may introduce a new program or technology for consideration at any time during the term of the agreement. The MOA calls for a process for the parties to meet and confer related to operational and financial considerations required for implementation of a specific project request. The MOA also includes a provision for compensation adjustments should a new program request or technology update require rate adjustments to the agreement.

Financial FAQ's

F.A.Q. 10

Q. How will the MOA impact ratepayers in Sonoma County?

A. Minimally. While the final rates have not been set, it is currently projected that the System Tip Fee will need to increase to accommodate the new services and other program benefits. This is expected to result in a 2%-3% increase on an average household's monthly collection service bill or about 30-60 cents per month.

F.A.Q. 11

Q. How are rates controlled under the MOA?

A. The MOA includes an annual rate adjustment provision based on the Consumer Price Index (CPI). The contractor's service fee will be adjusted once per year to reflect 90% of the change in the CPI. This adjustment will be capped to allow for no more than a 3.5% increase per year regardless of the CPI change. This is designed to provide Cities and the County with stable and predictable rates over the contract term. The only other rate changes allowed under the MOA would be for Changes in Law or Force Majeure events that; 1) are beyond Republic Services control and; 2) can be demonstrated to have actual cost impacts to Republic Services. This is further conditioned that the cost impact must be greater than \$50,000 before any adjustments to the rates will be considered.

Waste Flow & Liability Relief FAQ's

F.A.Q. 12

Q. Do Cities have to commit their waste stream indefinitely to receive liability relief in perpetuity?

A. No. Republic Services is seeking an initial 20-year waste flow commitment from each City with extension provisions at the City's sole option. In exchange for this initial commitment, Republic Services is offering indemnification from landfill liability in perpetuity through closure, post closure and beyond.

F.A.Q. 13

Q. Does the MOA require a Put-or-Pay disposal commitment from the Cities in Sonoma?

A. No. The MOA has no set disposal volume requirements (put-or-pay) that any City needs to meet. This feature supports increased diversion flexibility by allowing each City to expand existing, or create new, recycling programs as they see fit for their own local community without any financial disincentive for reducing their waste stream.

F.A.Q. 14

Q. How many Cities need to commit their waste flow to the system?

A. Before the MOA becomes effective, the terms of the Agreement require that the County and each of the Cities, (excluding Petaluma), need to commit their waste flow to Republic Services for a 20-year term. Republic Services could opt to begin implementation of the MOA with less than full participation if it determines that there is sufficient volume commitment to make the Agreement financially and operationally viable. However, Republic Services is not obligated to do so without full commitments.

F.A.Q. 15

Q. How does the MOA address issues related to the county's existing closed landfills?

A. The MOA requires Republic to pay the County a County Concession Payment in exchange for the County's granting of an exclusive operations agreement to Republic to operate the facilities. The County intends to use revenues generated by the County Concession Payment to cover the cost of post closure maintenance for the County's closed landfill sites. The County will continue to maintain responsibility for the closed sites in the system through the revenue provided by this funding source. The amount of the Concession payment is not yet determined.

F.A.Q.16

Q. Isn't the County ultimately still responsible as the owner of the property, how can the risk be successfully shifted to Republic Services?

A. The MOA includes appropriate financial mechanisms to secure the contractual obligations of Republic Services. To provide overall surety, Republic Services, the parent company with over \$8 billion in annual revenues, will execute a corporate guarantee agreeing to meet the obligations of the Agreement in the event there is a breach of the contract. The MOA requires Republic Services to be fully responsible for all closure/post-closure maintenance for Central landfill in perpetuity. The MOA further requires that Republic Services have a large financial institutional bank issue a Letter of Credit (LOC) or a surety bond to secure its financial obligations for closure (estimated at \$28 million) and for post-closure maintenance (estimated at \$24 million) expenses. In addition to other customary insurance requirements, Republic Services will also carry

pollution liability insurance for its operations in the amount of \$10 million per occurrence and \$25 million in the aggregate.

Operational & Contractual FAQ's

F.A.Q. 17

Q. Did this go out to bid?

A. It was recommended by SWAG that the Board of Supervisors approve and direct County Staff to work with the existing contractors at the Central Landfill and Transfer Stations to develop a proposed regional model that included public ownership with private operations that could meet SWAG's adopted goals for diversion, cost efficiency and local control. Both of the existing contractors, Republic Services and The Ratto Group, had their qualifications vetted when they secured their County contracts through the public competitive process. The SWAG priority goals have been incorporated into the MOA for consideration by each of the jurisdictions in Sonoma County. The County has also hired a third party expert consultant to conduct an assessment of the economic terms of the MOA to provide an independent evaluation regarding the reasonableness of the contractor rates contained in the MOA.

F.A.Q. 18

Q. How will the MOA be enforced?

A. The MOA contains monthly, quarterly and annual reporting requirements by Republic Services and provisions for auditing rights by the County. Revenue will be provided through Concession payments to fund dedicated full-time County staff to monitor and oversee contract compliance and verify Republic Services' performance throughout the term of the Agreement. In addition, the operation of the facilities are subject to a comprehensive set of environmental regulations monitored and inspected by numerous public regulatory agencies such as the North Coast Regional Water Quality Control Board (NCRWQCB), CalRecycle's Local Enforcement Agency (LEA) - County of Sonoma Department of Health Services, the Bay Area Air Quality Management District (BAAQMD), and others.

F.A.Q. 19

Q. What is Republic Services' track record with environmental compliance?

A. Republic Services is the second largest environmental services company in the nation with more than 34,000 employees. The company owns and successfully operates 400 hauling companies, over 200 landfills, 242 solid waste transfer stations and over 75 recycling processing facilities across the country. Republic Services employs a team of engineering and environmental management professionals to ensure that landfill design and operations meet or exceed all local, state and federal regulatory requirements. With the size and level of complexity of operations at Republic Services nationwide, some environmental issues do arise that require attention beyond the normal daily operations. For these isolated incidents, Republic Services has a demonstrated track record of working closely with the responsible regulatory agencies to immediately implement any needed corrective action and diligently pursue all required steps to ensure long-term protection of the environment. With \$8 billion in annual revenue, Republic Services has the financial strength to stand behind its environmental compliance commitments and, as stated previously, the MOA includes substantial financial mechanisms to secure the contractual obligations of Republic Services. The environmental, operational and financial qualifications of Republic Services have been thoroughly reviewed and vetted through the public competitive process here in Sonoma County to validate their track record and their capabilities to meet all their obligations under the requirements of the MOA.

F.A.Q. 20

Q. What happens to the County Employees under the terms of the MOA?

A. While not finalized, currently, it is expected that positions will be available either within the County or through Republic Services for most, and possibly all, potentially impacted employees. There are a total of 33 positions potentially impacted by the transition to a private operator under the MOA. Agreement terms are included in the MOA that provide for Republic Services to have a minimum of 15 positions available to qualified County Employees. Qualified employees hired by Republic Services shall have a minimum of six months of fulltime employment (unless dismissed for cause). The County is working to identify open positions for

reassignment possibilities within the County for the remainder of potentially impacted employees. Employees that do not retain employment with the County and are not employed by the contractor will receive two weeks of base pay per year of service to the County, (up to a maximum of 24 weeks), as severance pay.

Other FAQ's

F.A.Q. 21

Q. Is the County selling the Transfer and Disposal System to Republic Services?

A. **NO.** Sonoma County retains ownership and continual oversight of all the infrastructure and underlying property of the current integrated Transfer and Disposal System. Sonoma County will enter into a long-term contract with Republic Services to operate and maintain the County-Owned System.

F.A.Q. 22

Q. Why can't the County take on everything that Republic Services will be doing under the MOA?

A. The MOA is the product of the SWAG collaborative process, as mentioned above. This public process was launched to build consensus regarding Sonoma County's long-term solid waste and recycling strategy. A clear preference was identified through this process for a model that included Public ownership combined with Private sector funding and operations. Benefits cited from Private operation; • Funding of \$119 million in infrastructure development, • Closure and post closure maintenance costs, • Liability indemnification in perpetuity for the Cities and the County, • Overall economic efficiencies. This is balanced with the County retaining ownership and public oversight for the infrastructure and ongoing performance by Republic Services to ensure compliance with all of the contract obligations contained in the MOA.

An additional consideration is that while the MOA is primarily related to private operation of the County owned Transfer and Disposal System, the actual provisions in the Agreement go beyond this. The MOA requires an integrated coordination between the primary franchised hauler in the County, The Ratto Group, and Republic Services in order to maximize diversion under the MOA. The MOA requires The Ratto group to implement new collection services in their franchised areas including selective dry commercial routing and food waste collection to increase diversion and enhance the effectiveness of the new material recovery facility that will be built as part of the MOA. These integrated services fall outside of the scope of current County operations but are key components of the MOA needed to accomplish the aggressive SWAG diversion goals in a cost effective manner. These are not activities that the County could implement on their own.

While the County could potentially take on some of the responsibilities that the existing contractors have offered, the significant capital investment required for the system and the long-standing City/County liability issues have created substantial impediments to moving forward with a system fully funded and operated by the County. This approach was also not the preferred option based on consensus from the SWAG process.

F.A.Q. 23

Q. What happens to the Sonoma Compost operations under the MOA?

A. Sonoma Compost currently operates under a contract with the Sonoma County Waste Management Agency (SCWMA), a Joint Powers Authority (JPA) formed by the 9 cities and the County to provide certain combined services. These services include; household hazardous waste programs, regional education, disposal and diversion reporting to the State as well as composting and other organics management. The MOA offers flexible options for future compost operations oversight. The MOA provides for an 18-month window, after adoption, for the JPA to decide on their future direction. The JPA may continue contracting directly with Sonoma Compost or possibly have Sonoma Compost subcontract to Republic Services as part of the Master Operations Agreement. It is also possible for the JPA to choose to contract directly with Republic to provide oversight of the Compost operations. This extended timeframe is intended to allow sufficient opportunity for full consideration and evaluation on the part of the JPA and its member jurisdictions regarding these and any other possible options. Under any of these options, Sonoma Compost will continue to provide composting services as the contracted operator.

F.A.Q. 24

Q. How will the MOA impact other existing solid waste and recycling companies in Sonoma County?

A. One of the key features of the MOA is that it has no “put-or-pay” requirement as part of any jurisdictions’ flow commitment. It also only seeks a commitment of material that is within a public jurisdiction’s control. This places any of the existing private company or free market solid waste and recycling activities outside the provisions of the MOA. This allows for the continuation and expansion of existing solid waste and recycling activities by independent private companies to be without impact from the MOA. This would also apply to expanded diversion activities implemented through publicly sponsored programs.

The MOA also supports the continuation of services with the private companies currently operating at the County’s Transfer and Disposal System. While Republic Services will hold overall responsibility and accountability, companies with existing County contracts including, West Coast Metals, Garbage Reincarnation, and the Ratto Group, will continue their operations through subcontracts with Republic Services. For operations like Sonoma Compost that hold contracts through the JPA (SCWMA), the MOA provides for flexible options (see F.A.Q. 23).

RECYCLING, DIVERSION AND SOLID WASTE PROPOSAL FOR COUNTY SOLID WASTE FACILITIES

April 9, 2013



HISTORY

- October 2009 – Board of Supervisors voted not to sell County Solid Waste System assets
- Why?
 - Needed more Regional / Public Process
 - Concern over the Loss of Control afforded by County Ownership
 - Put or Pay Provisions were part of the Purchase Agreement leading to Rate Instability
 - The “Deal” was Landfill focused; not Diversion focused

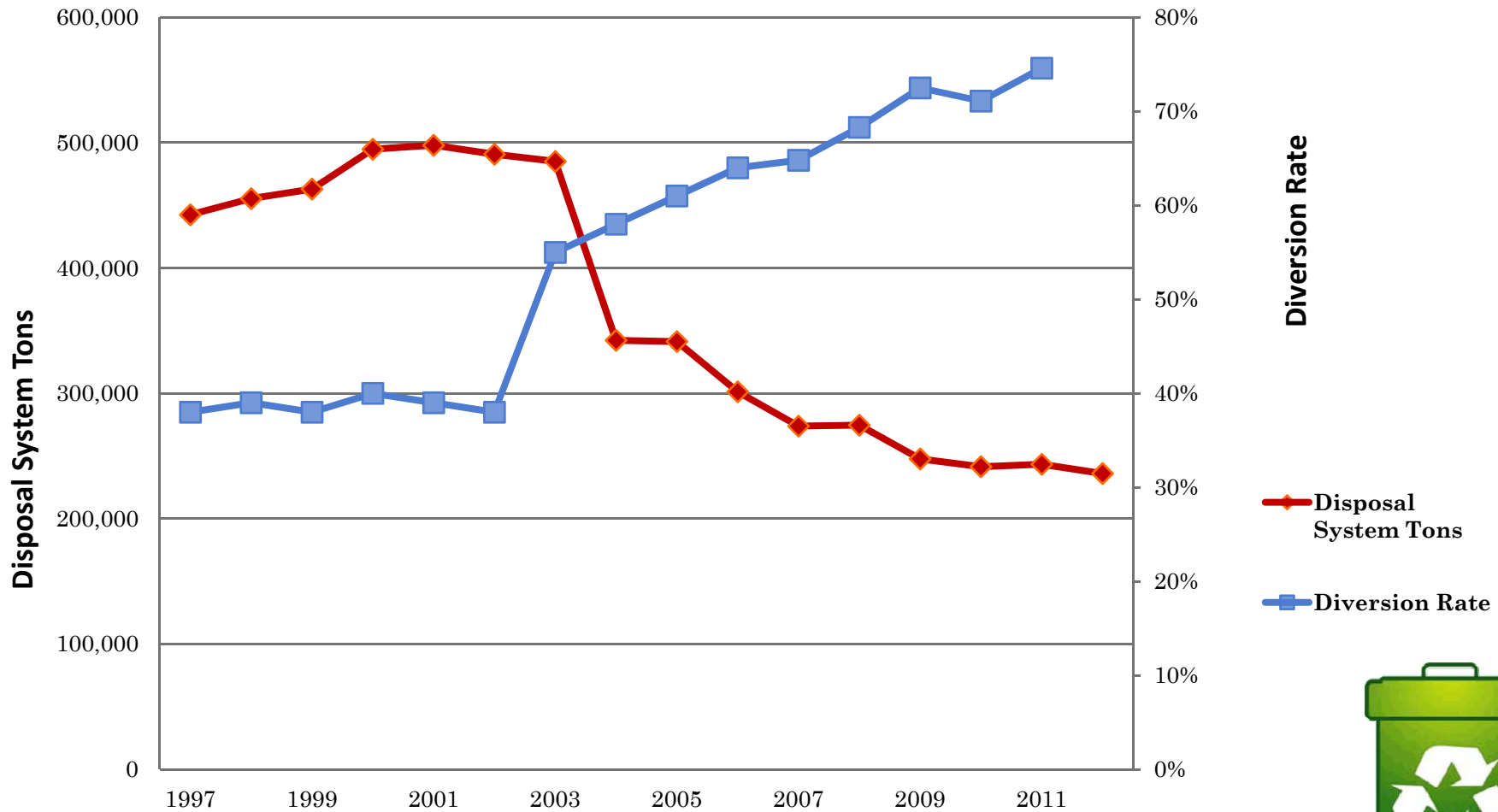


BETWEEN THEN AND NOW....

- The Sonoma County/City Solid Waste Advisory Group (SWAG) was created with elected representation from each governmental jurisdiction in Sonoma County
- Between January 2010 and the present the SWAG held 37 open public meetings to establish regional goals for the solid waste system and identify feasible recommendations as to how to reach those goals.



SOLID WASTE SYSTEM TRENDS



CHALLENGES DUE TO TRENDS

- Unsustainable funding mechanism for County and Agency Solid Waste and Diversion Programs
- Tipping fees increased 100% over last 10 fiscal years to balance revenues with expenditures
- Agency surcharge increased 70% over same period
- CPI increased only 22% during the same period
- No guaranteed waste flow to rely on for financing of major capital improvements

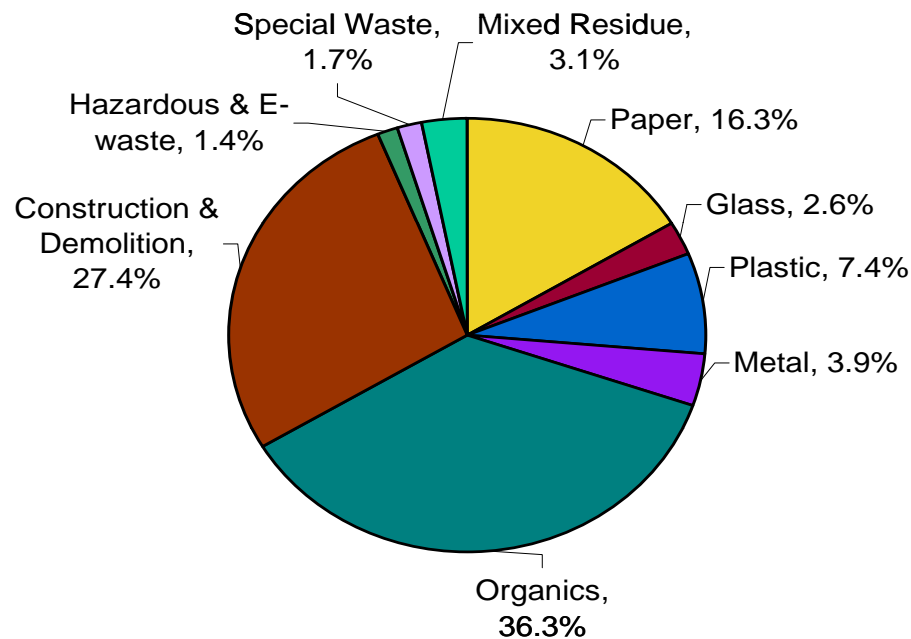


OPPORTUNITIES

- Increase countywide diversion
- Address climate protection
- Create a sustainable funding source for all programs
- Achieve economies of scale

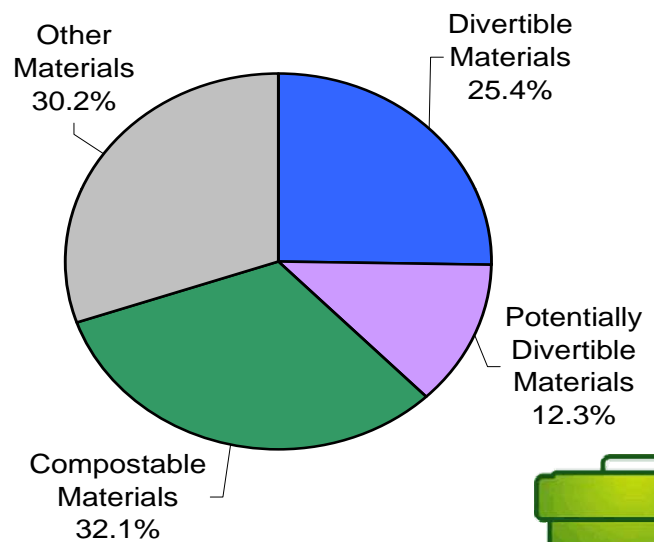


2007 WASTE CHARACTERIZATION



Waste Composition

Divertibility Analysis



SWAG RECOMMENDATION

Work with the existing contractors at the Central Landfill and Transfer Stations to develop regional system model that includes public ownership with private operations and meets the SWAG's adopted goals for diversion, cost efficiency and local control.



BOARD OF SUPERVISORS RECOMMENDATION

At their June 12, 2012 meeting, the Board of Supervisors directed staff to develop a long-term agreement with Private Parties for Operating County Solid Waste Facilities.

- Private party should develop of Central Landfill in accordance with permits
- Private party should develop additional diversion facilities on Central Landfill property
- Private party shall assume liabilities associated with Central Landfill and Transfer Stations
- The Operations agreement with private party must establish a sustainable funding structure



WHAT ARE THE BENEFITS TO THE PUBLIC FROM THE AGREEMENT?

- Attains regional goal to divert 80% of all waste from Landfill disposal.

MOA Diversion Programs Path to 80% Goal

Description	Annual Tons	TPD	Diversion %
2011 Sonoma County Total Disposal	322,057		74%
MOA Diversion Commitment 67,000 tpy total • 55,000 from new diversion programs	<55,000>		
Disposal Total after MOA Diversion	267,057		79%
Potential Diversion from other Regional Programs			
Mandatory C&D Ordinance	<9,125>	25	
AB 341- SCWMA Mandatory Commercial & Multifamily Outreach	<3,650>	10	
Expanded Residential Food Waste	<7,300>	20	
Extended Producer Responsibility (EPR)	<1,825>	5	
Disposal Total after other Regional Diversion	245,157		80.6%



BENEFITS CONT'D....

- Achieves in-county Landfill, to stop out-haul of waste to Bay Area landfills, reducing truck traffic and associated green house gas emissions
- Implements county-wide commercial food waste diversion program, reducing the organic stream of waste into our local landfill, further reducing green house gas emissions



BENEFITS CONT'D....

- The project creates a stable rate structure with a revenue stream that covers liabilities for Central Landfill, the transfer stations and the other closed landfills to protect the environment.
- The project benefits the local economy with construction of the landfill liners and environmental systems, and through construction of the Material Recovery Facility (MRF).



OVERVIEW OF BASIC STRUCTURE

- Master Operations Agreement between Republic Services and the County of Sonoma
 - Scope of services to be provided by Republic
 - Property ownership
 - Capital Improvements
 - Scope of services to be performed by North Bay Corp. as subcontractor



TERM/FLOW COMMITMENT

SWAG Goal: Retain local control of facilities and support development of an in-county disposal

Description:

- Waste Flow Commitments
- Term of Master Operations Agreement



DIVERSION AND CLIMATE PROTECTION GOALS

SWAG Goal: Agreement should support goal to Reach 80% regional diversion by 2015

Description:

- Construction of Material Recovery Facility
- Commercial Food Waste Diversion
- Continues existing Recycling Programs at the Facilities
- Green House Gas Reduction
- New Technologies
- Existing Compost Program



RATES/FINANCIAL CONSIDERATIONS

SWAG Goal: Agreement should provide for local control of rates, and cost efficiency.

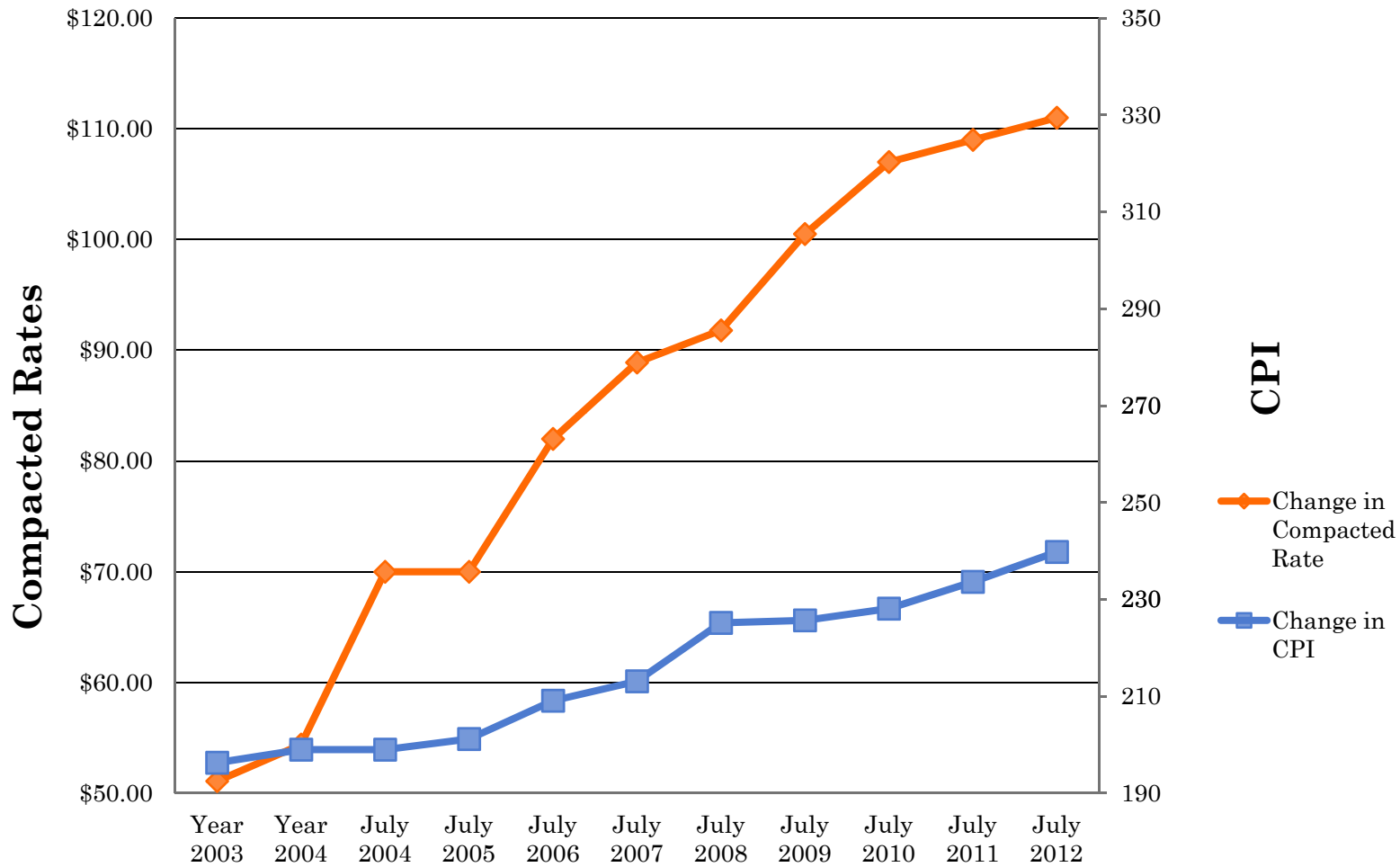
Description:

- Initial Tip Fee
- Rates for Self Haul Waste
- Long-term Rate Control
- Spread of Fees for Sustainability



RATES/FINANCIAL CONSIDERATIONS

Disposal Rate Trends



RATES/FINANCIAL CONSIDERATIONS - CONT'D

- Value of Long-term Investments Republic will make at the Central Landfill

Construction of Landfill Liners & Environmental	
Control Systems over the life of the Central Site	\$60M
Construction of the MRF at Central Landfill	\$ 5M
Closure of the Central Landfill	\$28M
<u>30 year Post-Closure Maintenance Funds</u>	<u>\$26M</u>
Total	\$119M (in today's dollars)



OPPORTUNITIES FOR OTHER LOCAL BUSINESSES

SWAG Goal: Protect local business and provide opportunities for local business to participate in the regional system.

Description:

- Flow commitments won't impact independent local service providers
- Local contractors will continue providing services to the County and Republic
- Beneficial rates for other local recycling processors for disposal of their residual materials



EMPLOYEE IMPACTS

SWAG Goal: Turn over operations to private entities to achieve diversion goals, an in-county landfill, liability release and economic efficiencies

Description:

- 26 occupied County positions impacted
- Republic to provide transitional opportunities for 15
- Up to 24 weeks severance paid by Republic



LIABILITIES, SECURITIES & ASSURANCES

- Liability release for the Central Landfill
- Creation of a revenue stream for remaining liabilities
- Parent Company Guaranty from a company with \$8 Billion in gross revenues
- Financial Assurances required by CalRecycle and the Regional Water Quality Control Board
- Remedies for Breach
- Pollution Insurance \$30M
- Robust County Oversight



CONTRACTOR SELECTION

- Republic selected through two prior competitive processes
- Subcontractor selected through prior competitive process



INDEPENDENT FINANCIAL ANALYSIS - SCOPE

- County hired Capital Public Finance Group (CPFG) to perform an independent analysis
- Reviewed the existing operations, contracts and budget
- Reviewed the Proposed Master Operations Agreement, and the subcontract with the Ratto Group
- Independently built a 20-year Financial Projection for the Operations and prepared a Risk Analysis
- Performed Sensitivity Analysis to determine how much bottom line results change with minor changes; in assumptions
- Comparison to similar operations



INDEPENDENT FINANCIAL ANALYSIS - CONCLUSION

- Republic Services proposal appears to have a profit margin of 13.5%.
- CPFPG believes that is reasonable given the risk factors involved with the scope of work in the Agreement
 - Primary Risk Factors - closure, post-closure and corrective action/remediation activities for the Central Landfill which continue in perpetuity
 - Restriction from bringing in out-of-county waste customers, if the total quantity of in-county waste and recyclable materials declines over time.



RECOMMENDATION

Accept this report and provide feedback and direction to staff to continue with preparation of the final Master Operations Agreement to be brought back to the Board on April 23, 2013 for consideration of approval.



Questions and Comments





County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 9, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Efren Carrillo

Supervisorial District(s):

Fifth

Title: Fee Waiver

Recommended Actions:

Approve fee waiver of \$436 for agricultural permitting for True to Life Counseling Services' volunteer orchard replanting project on Gravenstein Highway North; Sebastopol. (Fifth District)

Executive Summary:

True to Life Counseling Services is a non-profit transitional program for at risk youth. At their main facility on Gravenstein Highway, the existing Gravenstein orchard is at the end of its useful life. Preserving the local heritage and traditional apple blossom corridor, TLC has received a donation of new seedling trees and volunteer equipment and labor to replant this historic orchard.

Prior Board Actions:

n/a

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

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 436	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 436
	\$		\$
Total Expenditure	\$ 436	Total Sources	\$ 436

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):			
none			
Attachments:			
Related Items “On File” with the Clerk of the Board:			
n/a			



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

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 9, 2013

Vote Requirement: No Vote Required

Department or Agency Name(s): Department of Health Services

Staff Name and Phone Number:

Rita Scardaci, 565-4700

Supervisorial District(s):

Countywide

Title: Affordable Care Act Implementation

Recommended Actions:

Receive report on Sonoma County Implementation of the Patient Protection and Affordable Care Act.

Executive Summary:

The purpose of this report is to provide the Sonoma County Board of Supervisors with a brief overview of the Patient Protection and Affordable Care Act (ACA). This landmark health care reform legislation was signed into law by President Obama in March 2010. The update provides information about implementation of the ACA in Sonoma County, specific County Department activities and various next steps. Attachment A provides details regarding the components of ACA, preparation by various local health care providers, and county/state impacts.

The ACA and the County of Sonoma. The Department of Health Services, Human Services Department, the County as an employer, Sonoma Economic Development Board, and Department of Children Support Services are impacted by the ACA. Additionally, impact on the business community is of interest to Sonoma County. DHS filled the Business Development Manager position charged with implementation of the Department's ACA work plan, coordination with community and health care partners, and assessment and evaluation of efforts during the next 10 months, leading to initiation of enrollment in October 2013 and ACA implementation January 2014.

Department of Health Services:

Community Education. The Department has provided community education including a number of forums with representatives from area hospitals, physicians, clinics, business, senior community, and Health Services. The goals of the forums include providing accurate and current information such as what actions have already been implemented, the expansion on Medicaid, the individual and employer insurance mandate, and impacts on health care providers in our community. Participants have communicated areas of concern and referred to various sources for additional information. These community sessions are scheduled to continue to discuss how the ACA will impact our community.

Health Services has continued to lead on educating the community on the impact of the ACA in various other community forums.

DHS website will have specific ACA information on line effective 4/9/2013 including this report and attachment, information for small businesses, how to access enrollment assistance, and how to navigate the health insurance marketplace. Information will be routinely updated with links to reliable federal, state and other websites.

Improving access to quality and affordable health care. In addition to its community education efforts, Health Services convenes the Committee for Health Care Improvement (CHI), a subcommittee of Health Action. The Committee for Health Care Improvement's goal is to optimize the existing health care delivery systems through increased access to quality and affordable health care by all. CHI's current focus is on palliative and end of life care is consistent with the ACA preventable hospitalization and care coordination efforts.

Programs and Services Impacts. Health Services continues to assess the impact of health care reform on County and DHS operations. The Department through representation on multiple committees and boards such as the California State Association of Counties (CSAC) 1991 Realignment Committee, County Medical Services Planning and Benefits Committee, Partnership Health a California Board and County Medical Services Board will actively follow several critical issues. Of particular interest at this time: 1) the impact Medi-Cal expansion will have on the number of clients the County's Medi-Cal Specialty Health Plan serves; 2) required changes to its mental health provider network to meet increased demand; 3) the status of the Medi-Cal mental health local carve out; 4) potential impact on funding streams such as Medi-Cal Administrative Claim; Targeted Case Management and Intergovernmental Transfers; 4) process for obtaining federal reimbursement for newly eligibles; 5) impact of the mental health/substance use parity and the minimum benefit required on covered services; 6) opportunities to increase integration of behavioral health and primary care; and 7) impact on public health programs and funding, including possible future integration of the California Children's Services (CCS) program into Managed Medi-Cal. The CCS program provides health care to children aged 21 and under who have certain serious CCS-eligible medical conditions such as cancer, diabetes, cystic fibrosis, and cerebral palsy. In Sonoma County, currently 1,709 children are enrolled in the CCS program. Of those, approximately 1,159 are covered under the Medi-Cal program (70%); 323 are enrolled in Healthy Families program (18%); and 218 have CCS-only coverage (12%). The Department is prepared to work with Partnership Health Plan of California (PHC) to plan for a well-integrated and coordinated health care delivery model of care for children enrolled in the CCS program.

CMSP Path2Health – In November 2010, California and the federal government concluded their negotiations on California's new five-year Medicaid Section 1115 waiver. As provided under the ACA, this new waiver titled "California Bridge to Reform," authorized counties to expand coverage to childless adults in California through participation in the Low Income Health Program. As a CMSP participating county, the County of Sonoma participates in the Low Income Health Program through its contract with CMSP. Effective January 1, 2012, CMSP implemented its Low Income Health Program called Path2Health (P2H). A 2-year pilot project, Path2Health extended no-share of cost coverage for individuals up from 66% to 100% federal poverty level (individual with gross yearly income of \$10,980). In Sonoma County, 6,087 medically indigent adults are already enrolled in P2H and it is estimated approximately 2,000 more will be enrolled by the end of 2013. In addition to CMSP's current benefits, the Path2Health program provides expanded coverage for mental health and substance use services. Funding for the Path2Health program is included in the current health realignment contributions and federal match to

CMSP.

In January 2014, Path2Health enrollees will transfer to coverage under expanded Medicaid through Partnership Health Plan California. For additional information regarding CMSP's Path2Health program in Sonoma County please visit: http://www.cmspcounties.org/news/whats_new.html.

Community Transformation Grant – In July 2012, the Sonoma County Department of Health Services (Department) submitted a grant application to the U.S. Department of Health and Human Services (HHS) requesting funding under the ACA Community Transformation Grant (CTG) program. The purpose of this ACA funding is to reduce chronic disease rates, address health disparities and provide broad prevention activities to reduce the cost and burden of disease on communities. On September 25, 2012 the Department received formal notification from the Centers for Disease Control and Prevention (CDC) that it was one of only 40 grantees nationwide to receive funding, and had been awarded \$3,517,360 in federal CTG funding over three county fiscal years from September 30, 2012 through September 29, 2014. Important efforts are underway to expand tobacco-free environments, and increase access to health affordable food and safe routes to school and places for physical activity.

Outreach and Education - The Department of Health Services is actively working with Human Services Department and Redwood Community Health Coalition and other community partners to increase enrollment through outreach and education. Additionally DHS submitted a funding proposal, on March 15, 2013, in response to Blue Shield of California Foundation's request for applications for county enrollment assistance. The purpose of the funds is to increase enrollment and retention of newly eligible individuals under health care reform by marketing enrollment opportunities using a variety of media, integrating a training curriculum between county staff who serve the CMSP population and certified application assisters, and providing presentations to answer questions about eligibility and enrollment procedures. DHS work with Health Action Chapters will include a focus on small businesses, working with local Chambers of Commerce, health care providers, education, churches and other community organizations.

Healthy Kids Sonoma County, as a program of the Redwood Community Health Coalition, funds and oversees a network of certified application assisters who provide in-person assistance with enrollment in eligible programs such as expansion of Medi-Cal. Assisters' complement county eligibility staff and represents a model program for increasing enrollment and retention in health insurance. Sonoma County consistently maintains an enrollment of approximately 96%. With the goal of building an integrated, countywide approach, Healthy Kids formed the Sonoma County Expanded Coverage Initiative (ECI) Workgroup with representatives from Department of Health and Human Services Department staff, Redwood Community Health Coalition, Partnership HealthPlan, hospitals and others.

DHS is committed to the design and development of an ongoing system of collaborative outreach, enrollment and coverage retention activities that will inform the community about coverage options, encourage employers to use the state health marketplace to secure health insurance for employees, and promote enrollment by all eligible Sonoma County residents.

For more information on Healthy Kids Sonoma County please visit:
<http://www.healthykidssonomacounty.org>

Health Information Exchanges

DHS is working closely with health care delivery partners to support the Governor's proposed FY 13-14 Medicaid expansion provision. While the budget includes \$350 million in General Fund to implement

expansion for current Medi-Cal eligibles, the budget commits to implementing the optional component of Medi-Cal expansion for newly eligible childless adults under 138% of federal poverty (\$15,415 for an individual and \$31,810 for a family of four).

The Administration proposed several options that in each case relied on assumptions that counties will achieve savings as a result of expanding eligibility for patients that are currently served by county indigent health programs-for Sonoma County via CMSP. The Governor's budget anticipates utilizing these savings to offset state costs.

On Thursday March 28, 2013 CSAC unanimously approved ACA Principles for implementation including support for the state Based Approach that builds on the existing state administered Medicaid program and managed care delivery system-for Sonoma County Partnership Health Plan California. CSAC joins several other organizations endorsing the state based approach including County Medical Services Program, County Health Executives Association, and county managed care entities.

Under this option the Administration would redirect 1991 health realignment funds, currently used to fund Sonoma County participation in CMSP, to pay for new human service program responsibilities. While the budget documents specifically mentions subsidized child care; other options could include CAIWorks, child support or others. The counties would fund the new responsibilities with savings from indigent adult's health care provided by Medi-Cal.

CSAC has played a leadership role in discussions with the Administration. Supervisor Carrillo serves on the Executive Committee, Supervisor Zane is a member of the Health and Human Services Committee, and Chairman Rabbitt is the county designed representative to CSAC. Whatever the eventual outcome of this discussion with the Administration, it is essential for Sonoma County to have an active role given our ongoing relationship with CMSP and PHC. It remains unclear if the Welfare and Institutions Code 17000 will be impacted and it is difficult to assess how courts will view 17000 eligibility and benefit levels after implementation of ACA. Sonoma County Counsel has participated in several conference calls and is in communication with the Department.

ACA Workplace Development opportunities exist to improve low-interest student loan programs and scholarships and loan repayments for health students and professionals to increase capacity to meet future needs. DHS has been working with UCSF to assist nurses who are becoming psychiatric nurse practitioners (psychiatrist extenders) and will be actively seeking these federal funds.

Behavioral Health Division has been active at the state regarding analysis of the impact of the ACA's mental health and substance use parity provisions. Although parity is poorly defined in the ACA, several national pilot projects have been funded and counties are assessing relevance to the California system of behavioral health treatment. DHS is expanding contracts with community health centers to increase behavioral health and primary care integration and care coordination for complex individuals without a health home and repeated use of emergency departments. The BOS approved work in these areas on March 26, 2013.

Human Services Department:

Under the ACA, the Human Services Department (HSD) is required to provide eligibility services to a larger segment of the county's population than ever before in an expeditious and coordinated manner. The full integration of Healthy Families is expected to increase HSD's eligibility caseload by 18% and the expansion of Medicaid beginning in October 2013 is expected to increase HSD's caseload by another 20%. By the end of 2014, HSD expects to be managing eligibility for CMSP, P2H, Medi-Cal, and expanded

Medi-Cal for nearly 80,000 community members (compared to 65,000), along with supporting individuals applying for the other health care options provided through ACA.

The County must be ready to provide eligibility services to these new and existing clients under the new requirements by October 1, 2013. To do so, HSD is working closely with the California County Welfare Directors' Association (CWDA), the Department of Health Services, and other County and community partners to estimate the size and impact of these changes and to meet the following goals: universal coverage, no wrong door for applications, high quality customer service, and coordinated service.

Application and eligibility determination. With ACA, there is a new entity involved in determining eligibility for health coverage programs the California Health Benefit Exchange, also known as Covered California. Counties are responsible for working with the new Covered California Customer Service Centers to determine eligibility for any health care option, in addition to Medi-Cal. One key goal is that there is no wrong door for community members to apply for healthcare coverage. Until now; HSD staff has been responsible for determining whether clients were eligible for Medi-Cal. With ACA, this question changes from "is a client eligible?" to "for what is a client eligible?" because everyone is entitled to health care coverage. In addition, client service shifts from a passive role to one in which eligibility staff engage the family in getting health coverage and offering them other services if they are apparently eligible, such as CalWORKs or CalFresh (coordinated services). Higher Medi-Cal caseloads will result, and staff will have daily interaction with Covered California. The County can expect calls for general information to increase. Along with an increase in applicants, ACA will create greater traffic between public assistance programs and low-income private insurance programs as families' incomes change. It will require new knowledge and skills for line staff, especially eligibility workers and front desk staff.

To manage these changes, the County is considering expanding online application options that do not require interaction with an eligibility worker including self-service application kiosks in community partners' lobbies, and online and automated telephonic services available for medical services anywhere.

Staffing and Training. In preparation for ACA, HSD has expanded the Economic Assistance Division in the past year by 28, bringing the total staffing to 207 FTE. In the 2013-2014 budgets, HSD will propose an additional expansion of 9 positions. These expansions have been funded with past caseload growth allocations and realignment. The State has not yet funded expanded Medi-Cal administration allocation to support the workload expansions due to ACA. To meet the new employee training needs for the large pool of new staff, and to meet the re-training needs of existing staff, the Department has added one additional trainer. *Coordination with Labor.* Under ACA, counties are highly encouraged to provide extended call-center hours of availability and operation including evenings and Saturdays. Adding shifts that are outside normal county service hours will require coordination with labor groups. HSD is proposing to provide Saturday services locally and is coordinating with County Human Resources to understand all the implications.

Physical Location. The HSD call center is currently located in a rented facility at 520 Mendocino Avenue. This call center currently manages over 12,000 calls per month. The average wait time is 11 minutes. The State is requiring that Counties answer 80% of hand-off calls from Covered California within 30 seconds. Moreover, these calls must by-pass the County phone-tree and route directly to a worker. With expanded staffing and call volume increases, this facility is no longer adequate. HSD worked with General Services to expand this facility and a new lease has been tentatively approved. The transition

into the expanded space is scheduled to be completed before October 2013.

Technology. Technologically, HSD is expanding the communications system and automated eligibility determination case management system. The Department is working with the Information Services Department to assess current capability, functionality, and capacity, and to expand capacity to meet expected increases in telephone traffic and new regulations. For example, Medi-Cal applicants are currently required to physically sign an application form. This is accomplished in person or through the mail. Under ACA, Counties are required to accept and store telephonic signatures (audio files); a capacity that does not currently exist in Sonoma County. It is possible that the full expansion will not be complete by October 2013 and temporary solutions may need to be employed which could result in slower services for clients. HSD uses an automated system, also used by 17 other Counties, called CalWIN to capture all client application information and required documentation, to determine eligibility, to electronically share information with the California Department of Health Services through MEDS, and to provide ongoing case management. CalWIN currently holds information about 264,000 county residents who have applied for any public assistance program since 1994. The 18 County CalWIN consortium is expanding CalWIN functionality to meet all the ACA requirements. Department managers serve on CalWIN committees and Sonoma County significantly contributes to design, user acceptability testing, and troubleshooting.

Finally, Counties and the Covered California Service Centers will continually communicate to provide seamless service for clients. The CalWIN consortium and CWDA are working with Covered California to develop a centralized tool called CalHEERS (the California Healthcare Eligibility, Enrollment and Retention System) for determining eligibility, comparing health plan benefits, and enrollment. Both Covered California and County eligibility staff will have access to this new tool. It will complement but not replace CalWIN. CalWIN is currently building an interface to electronically share client information. *Workforce Development.* The Workforce Investment Board (WIB) is analyzing labor market information and other resources to determine the numbers and types of jobs that will be needed for ACA. Job Link and SonomaWORKS (the county's TANF program) can offer scholarships to train older youth and adults for jobs in the growing healthcare sector.

Community-Based Care Transitions. As the lead agency, the Human Services Department partnered with Health Services with participation from local hospitals, physicians, clinics, and the Health Services Advisory Group (the Centers for Medicare and Medicaid Services appointed Quality Improvement Organization in California) to seek funding under the ACA's Community-based Care Transitions Program (CCTP). The CCTP provides funding to reduce avoidable readmissions for high risk Medicare beneficiaries improving the quality of care and reducing costs. Earlier this year, HSD received notice of funding from the Centers for Medicare and Medicaid Services.

Communication. The Department currently coordinates outreach and education activities related to Medi-Cal, CalFresh, and CalWORKs with other County Departments and with community partners. The Department will continue this collaborative communication strategy related to ACA. Department staff sit on the Expanded Coverage Initiative Workgroup convened by the Redwood Community Health Centers.

Ongoing Management. Decisions that affect planning and implementation are ongoing at the State level and continual changes leading up to and throughout the first year of operations are to be expected. The Human Services Department will continue to collaborate with local, regional and State stakeholders in order to maintain standards of excellence in customer service, coordination, accessibility and responsiveness.

Economic Development Board - Small Business Impact:

Sonoma County has more than 20,000 businesses, with a median size of six employees. Of these, 85% have 15 or fewer employees. Because of the complexity of the Affordable Care Act there are many unknown implications for businesses in Sonoma County, particularly small business. The Economic Development Board (EDB) will work with DHS to develop a clear understanding of the obligations employers are facing with the new program, and then suggest outreach information and approaches to help employers achieve compliance with ACA. The EDB will contribute to the strategy to identify groups for DHS to work within the outreach efforts, such as trade groups, chambers, service clubs, and news publications, and other informational outreach avenues. Where appropriate, the EDB will partner with DHS on outreach activities. The EDB will also work with health insurance providers to assist outreach to small business.

Children Support Services:

While the main mission of the Department of Child Support Services is to enforce and collect child support, HSD has many other goals, including the establishment and enforcement of health insurance orders. Parents are obligated to provide health insurance with similar exceptions as provided in ACA.

The intersection of the ACA and child support laws poses potential conflicts and the impacts are being studied on the federal, state and local levels. First, some dependents in the caseload will become covered or change coverage to Medicaid based on the expansion of the program. Second, some dependents will lose coverage, and may not qualify for Medicaid, as the ACA exceptions seem broader than the exceptions in the child support program. Third, if the cost of coverage is expensive, families may lose a proportional amount in their average child support amount. Conversely, if the parent fails to obtain health insurance and has to pay a tax penalty, there is potentially less income from which to pay child support. The federal commissioner of the Office of Child Support Enforcement has yet to determine if child support program funds can directly support ACA-related activities. However, if the decision is made to allow such activities, the Department will need to train staff and our customers about the intersection of child support and the ACA.

The County as an Employer:

There are many aspects of the PPACA which the County, as an employer, is required to comply with including benefit and coverage mandates, new fees, taxes and penalties for non-compliance, health plan communication requirements, and tracking and reporting requirements.

Benefits and Coverage Mandates: Early on, your Board demonstrated leadership in supporting and promoting the PPACA by authorizing certain plan design changes to County-sponsored health plans offered to County employees prior to the actual required effective dates.

- # On July 13, 2010, your Board approved extension of eligibility for dependent children already enrolled in a County sponsored health plan to remain on the plan beyond age 23 through age 26. Although the effective date of this PPACA requirement was June 1, 2011 your Board authorized dependents that were enrolled in a plan as of June 2010, to continue to be covered, one year prior to the required implementation. Approximately 810 eligible dependents of County employees who were under age 26, benefited from this action.
- # On May 24, 2011, your Board approved additional PPACA requirements earlier than the required June 1, 2014 effective date. All of the following requirements became effective for all County-

sponsored plans on June 1, 2011, two years prior to the federally required effective date.

- Provided dependent coverage through age 26 on all County-sponsored medical plans, regardless of whether they were previously enrolled.
- Amended all County-sponsored health plan designs to eliminate out-of-pocket costs for preventive care obtained through in-network service providers. Routine physicals also covered annually with no out-of-pocket or co-payment costs.
- Eliminated previous limitation on lifetime benefits from \$3 million to unlimited.
- Expanded benefits covered if considered an essential benefit. Such benefits included gastric bypass surgery when medically necessary, coverage for prescription smoking cessation products and coverage for hearing aids.

Costs associated with the provision of these additional benefits were estimated at a .8% increase in the premium costs for Kaiser and 4.7% increase for the County Health plans. Changes in dependent age and elimination of lifetime benefit limits for the CHP were the factors which most impacted the rate increases. One of the primary requirements of the PPACA included elimination of pre-existing conditions for children and adults, and none of the County-sponsored health plans have any pre-existing condition exceptions. Regulatory guidance continues to be issued by the Department of Health and Human Services which will require further plan design changes and enhancements. Staff will continue to monitor and amend County-sponsored plans as further regulations are issued.

New Employer Fees, Taxes and Penalties:

Patient Centered Outcomes Research Institute (PCORI) or "Comparative Effectiveness" Fee: The purpose of the PCORI is to conduct comparative clinical effectiveness research that will be made available to assist patients, clinicians, purchasers and policymakers to make informed decisions by promoting evidence-based medicine. The work of the Institute will be financed through the fees collected from employers nationwide. The annual fee is assessed at \$1 per covered member fee, and includes active employees and all covered dependents. Medicare advantage plans are exempt from this fee, so most retirees are not included. This fee will be assessed for the next 7 years beginning with the 2012/13 plan year, and is due by July 31, 2014. The estimated fee the County will pay for County Health Plan members and dependents is \$770. Insured plans are responsible for this payment, so Kaiser will be assessed approximately \$6,000 for their members and dependents. The fee will increase in year 2 to \$2 and then will be indexed annually.

Transitional Reinsurance Fee: This fee is charged to employer group plans to fund reinsurance payments to health insurance issuers covering high-risk individuals in the individual market and will help stabilize premiums in the State exchanges for the first 3 years beginning in 2014 through 2017. Beginning in 2014, the annual fee is \$5.25 per member per month (\$63 per member per year). For insured plans such as Kaiser, this fee is paid by the carrier and included in premium rates, and the County is responsible to pay for the self-insured plan. Since the County's Retiree plans are designed with Medicare as primary, this fee is not applicable. Estimated 2014 County costs for this fee is \$40,425. Fees for 2015 and 2016 have not released yet, but expected to be about 30% less than the prior years' fee. Individual states may collect additional contributions for administrative expenses or reinsurance payments associated with each State's exchange, but there hasn't been any guidance from the State's "Covered California" regarding other state imposed fees at this time.

Employer Shared Responsibility Penalty: Imposed on large employers (50 FT employees or more), if they

do not offer minimum essential and affordable health coverage to full-time employees (working 20 or more hours per week, or 130 hours per month) and their dependents. There are two primary criteria used to determine whether an employer meets the regulations. Employers must offer coverage to 95% of all full time employees (and dependents) or pay a penalty. The annual fee is \$2,000 per year for every full time employee, so could be a sizable expense to the County. The other criteria is affordability of the coverage whether the employee cost for single coverage for the least cost plan provided by the County is less than or equal to 9.5% of their annual income. There a few different types of tests which the County can conduct to make this determination. These fees would be assessed only if a County employee seeks coverage and a federal subsidy through the State exchange. Individuals are eligible for the subsidy if they have total household income of less than four times the federal poverty level. For a two person family, income level is up to \$60,520, for a four person family, the income level is up to \$92,200. These regulations are enforced through reporting to the IRS and the effective date of these regulations is the 2014/15 plan year.

The purpose of these penalties is to encourage employers to offer minimum coverage to all employees. Thus, these new penalties will require the County to evaluate current benefit eligibility criteria, particularly extra help, temporary and seasonal employees, and make recommendations to your Board which will result in no or minimal penalties assessed against the County. Any changes to benefit eligibility criteria will be subject to meet and confer and current labor negotiations have included re-openers for anticipated changes due to the PPACA.

Future Taxes and Fees: Excise Tax “Cadillac Tax”: County-sponsored health plans will be subject to this tax in 2018. Tax will be charged at a rate of 40% of excess premium levels as determined by the ACA. In 2018 the healthcare premium threshold has been set at \$10,200 for individual coverage and \$27,500 for family coverage. This tax will be imposed for each covered employee/enrollee in the plan and is paid by the insurer for insured plans or the County for self-insured plans. Based upon current plan designs, premiums, and enrollment statistics, it is estimated the County could owe \$4,100,000 in excise taxes. In order to reduce or eliminate this tax obligation, County staff together with the Joint Labor Management Benefits Committee, will embarked on an in-depth analysis to compare current plan design options to those mandated by the PPACA to determine if County sponsored plans could better align with federal health coverage mandates.

Employer Communication: Employers are required to provide a Summary of Benefits and Coverage (SBC) to be distributed to all employees and their families to provide clear, consistent and comparable information about their health plan benefits and coverage This notice must be provided in addition to the Summary Plan Description that is required of all health plan. Specifically, the regulations ensure consumers have access to two forms of information that will help them understand and evaluate their health insurance choices. To comply with this regulation, the County recently developed SBC’s for each of the County-sponsored medical plans, as well as a uniform glossary of commonly-used terms and this information was included in the Annual Enrollment communications, and is also located on the County’s website: http://hr.sonoma-county.org/for_employees.htm. Go to Annual Enrollment.

Tracking and Reporting Requirements to the IRS: The PPACA places new reporting requirements on employers beginning with the 2012 tax year, to report employer and employee costs associated with the provision of employer-sponsored health coverage. The Payroll Division of the Auditor-Controller Treasurer Tax Collector compiled with new Form W-2 reporting requirements for the 2012 tax year, which was included in all W-2’s issued in January 2013. This W-2 reporting is informational and not included in income reporting and the stated purpose is to provide useful and comparable consumer

information to employees about the employers costs of their health care coverage.

In summary, the County as an employer has demonstrated active support of the PPACA and through the above initiatives will continue to support further enhancements to the provision of health care to all County employees and their dependents. While the County as an employer will incur additional expense in order to comply with the PPACA, every effort will be made to evaluate the best use of costs to enhance coverage and avoid penalties for non-compliance.

Next Steps:

Health Services:

The County faces state and federal uncertainties moving forward. Health Services will continue active participation and assess opportunities and risk as the state moves forward with expansion priorities.

The Department of Health Services will Augment the current County DHS website to include ACA;

Collaborate with partners to support a combination of navigators, assistors, advocates, ombudsman or others for education, advocacy, outreach and enrollment effort, and focus through Health Action and others on small business/Chambers of Commerce.

Provide education, advocacy, outreach and referral to enrollment system(s) using standard/uniform (agreed upon) messaging, Spanish and English, via multi-media, social media, web and through DHS staff, our contractors, other community partners etc.

Develop and use best practice "tool kit" and or "how to" models in coordination with partners to engage and support various groups such as small businesses to access Covered CA.

Working with regional partners and others to address the needs of specific populations, providing outreach and support to long term care providers, intellectually and developmentally disabled community, those in programs such as child family support services and non profits that hire and work with special needs population.

Collaborate with other county departments on specific impacts. As an example, we've taken steps to put eligibility workers in Probation and the jail, working closely with HSD and have additional plans for this population and their family or partners.

Work with Behavioral Health providers, clients and contractors to assess implementation of parity in behavioral health.

Work closely with CSAC, CMSP, and PHC and state related entities as decisions regarding 1991 Health Realignment formulas are developed and areas for funding define and finalized.

HSD Next Steps:

Prior Board Actions:

February 21, 2012 – Accepted Sonoma County Health Care System Report; 6/22/10 - Accepted National Health Care Reform Report; 12/8/09 – Adopted Sonoma County Principles for Health Care Reform.

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

Preventing disease and injuries is key to improving America’s health. When communities invest in prevention, the benefits are broadly shared. The ACA seeks to ensure preventive, primary health care for all community members in order to reduce health care disparities.

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	\$
	\$		\$
Total Expenditure	\$ 0	Total Sources	\$ 0
Narrative Explanation of Fiscal Impacts (If Required):			
Exact budget impacts are unknown at this time but may involve the diversion of realignment funds currently used to provide indigent care.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Affordable Care Act Implementation Report			
Related Items "On File" with the Clerk of the Board:			
None			

**Sonoma County
Department of Health Services**

**Patient Protection and
Affordable Care Act
Summary of Highlights and Impacts**

April 3, 2013

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On March 23, 2010, President Obama signed into law comprehensive health reform, the Patient Protection and Affordable Care Act (ACA). As described below, the ACA has changed the health care landscape and will continue to change the face of health and health care in the United States into the future. The purpose of this document is to provide an overview of the requirements of the ACA and a summary of impacts on the State, counties, health care providers and Department of Health Services' programs and services.

I. ACA – Individual Insurance Mandate

- a. ACA requires most U.S. citizens and legal residents have qualifying health insurance coverage or pay a tax penalty. (Effective Date: January 2014)
 - i. ACA Individual Penalty: Will be phased in according to the following schedule: \$95 annual penalty per family member not covered in 2014 (or \$47.50 for dependents under 18); \$325 annual per family member in 2015 (or \$162.50 for dependents under 18); and \$695 annual per family member in 2016 (or \$347.500 for dependents under 18). For all penalties there is a ceiling of 300% of the individual penalty regardless of family size. For higher income households the penalty will be a percentage of household income, starting at 1.0% of taxable income in 2014; 2.0% of taxable income in 2015; and 2.5% of taxable income in 2016.
- b. Projected to provide insurance coverage to 32 million U.S. residents, including 5 million Californians.
 - i. **Sonoma County Impact** – Will provide coverage to over 70,000 uninsured residents of Sonoma County with over 20,000 remaining uninsured after full implementation of the ACA.
- c. **What are the Exceptions to the Individual Mandate?** Undocumented immigrants; religious objection; financial hardship; w/o coverage for 3 months; exceeds 8% of income.

II. ACA – Employer Insurance Mandate

- a. The ACA does not require businesses to provide health insurance to their employees.
- b. The ACA does impose a penalty on employers with over 50 full-time employees who do not offer health insurance coverage to employees. There is no penalty for part-time employees not offered coverage. (Effective Date: January 2014)
 - i. **Who is a FTE under the ACA?** Full-time employee is an employee who works an average of 30 or more hours per week.

III. ACA – Expansion of Coverage (Medicaid)

- a. ACA provides expanded Medicaid coverage to all individuals (children, pregnant women, parents, adults without children) up to 138% of the federal poverty level (FPL)

138% is \$15,856 for an individual and \$32,499 for a family of four. This limit reflects an eligibility threshold of 133% FPL, with a five percentage points of FPL income disregard that raises the effective limit to 138% FPL. (Effective Date: January 2014)

- i. **What is Medicaid?** Medicaid is a federal-state health insurance program for low-income and needy people. It covers children, the aged, blind, and/or disabled and other people who are eligible to receive federally assisted income maintenance payments. “Medi-Cal” is the name of the Medicaid program in the State of California.
 - ii. **What is FPL?** The Federal Poverty Level (FPL) is a measure of income level issued annually by the Department of Health and Human Services. Federal poverty levels are used to determine your eligibility for certain programs and benefits.
 - iii. **State Impact:** Approximately 1.5 million Californians will be newly eligible for expanded Medicaid coverage.
 - iv. **County Impact:** In Sonoma County over 70,000 currently uninsured residents will be covered under the ACA expansion provisions.
- b. ACA requires states to 1) change the way income is counted (use a Modified Adjusted Gross Income (MAGI)); 2) eliminate asset test for most populations (currently requires adults have less than \$2,000 to \$4,000 in assets); and 3) improve process for determining and maintaining eligibility.
- i. **What is MAGI?** MAGI is a new methodology for calculating income for Medicaid programs. MAGI will replace multiple income disregards with one 5% income disregard and will remove asset/resource limits. This simplified method for income calculation will be used to determine Medicaid eligibility and also by the state exchange to determine premium tax subsidy credits for those who do not qualify for Medicaid.
- c. For newly eligibles enrolled under Medicaid expansion states will receive 100% Federal Medical Assistance Percentages (FMAP) funding for newly eligibles for 2014 through 2017; 95% in 2018; 94% in 2019; 90% in 2019 and thereafter.
- i. **What is FMAP?** The Federal Medical Assistance Percentages (FMAPs) are used in determining the amount of Federal matching funds for State expenditures for assistance payments for certain social services, and State medical and medical insurance expenditures. Often referred to as federal match. Current rate is 50% of qualifying expenditure.
 - ii. **State Impact:** Congressional estimates indicate that CA could receive \$44 billion between 2014 and 2019 for newly eligibles.
 - iii. **County Impact:** Counties cannot be required to contribute a greater percentage of the non-federal share than what was required at the end of 2009.
 - iv. **Unknown:** State concern regarding increased costs for those who are currently eligible, but not enrolled, but who because of the mandate would be required to enroll for which state would receive current federal match.

d. In June 2012 the United States Supreme Court decision allowed states to decide whether or not to expand Medicaid.

- i. **State Impact:** As of March 1, 2013 24 State Governors, including California, have indicated they will participate in Medicaid expansion; 14 have indicated they will not participate in Medicaid expansion; and 12 are currently undecided. No deadline for determination.
- ii. **State Impact:** The Governor’s proposed FY 13-14 budget separates the Medicaid expansion provision into a “mandatory” and “optional” component. The budget included \$350 million in General Fund to implement the “mandatory” Medi-Cal expansion for *current* Medi-Cal eligibles through streamlined/simplified eligibility and enrollment procedures and enhanced outreach activities. The budget also committed to implementing the “optional” component of Medi-Cal expansion for childless adults under 138% of the federal poverty level. For this population of newly eligibles the budget proposed two options to expand coverage: a “State-Based Approach” and a “County-Based Approach.”

The “State-Based Approach” is built on the existing state administered Medicaid program and managed care delivery system (Partnership Health Plan in Sonoma County). Under this approach the State would offer a standardized benefit similar to Medi-Cal and would remain fiscally and programmatically responsible for the “newly eligibles” covered under the Medicaid expansion provisions of the ACA. Under this option expansion will be funded with 1991 health realignment.

The budget also described a “County-Based Approach” that is built on existing county Low Income Health Programs (LIHP). Under this approach counties would retain their current responsibilities for indigent health care services. County LIHP programs to adjust their programs to meet statewide eligibility and minimum benefit requirements. In Sonoma County, the LIHP is offered through the County Medical Services Program’s (CMSP) Path2Health program.

In March 2013 the California Health Executive Association of California (CHEAC) issued a position paper supporting the statewide expansion of the Medi-Cal program; that expansion begin on January 1, 2014; that counties retain sufficient health realignment to be able to fund residual populations and provide mandated public health services; and that potential savings should be retained by counties and reinvested in local health services.

For additional information on the Governor’s proposed options to expand Medicaid services in California, please see attached **Exhibit A**.

e. Provides states with option to expand Medicaid coverage early for childless adults. (Effective Date: April 2010)

- i. **State Impact:** In November 2010, California and the federal government concluded their negotiations on California’s new five-year Medicaid Section 1115 waiver to implement the ACA early expansion option in California. The new waiver titled

“California Bridge to Reform,” authorized counties to expand coverage to childless adults in California through participation in the Low Income Health Program.

- ii. **State Impact:** Over 642,000 Californians in 53 counties have new coverage under the Low Income Health Program.
- iii. **How was the Low Income Health Program Implemented in Sonoma County?**
The County of Sonoma participates in the Low Income Health Program through its contract with County Medical Services Program (CMSP). Effective January 1, 2012, CMSP implemented its Low Income Health Program called Path2Health. A 2- year pilot project, Path2Health provides no-share of cost coverage for individuals up to 100% federal poverty level (individual with gross yearly income of \$11,490). In Sonoma County, currently the Path2Health program provides coverage to approximately 7,000 individuals. In addition to CMSP’s current benefits, the Path2Health program includes coverage for mental health and substance use services. Funding for the Path2Health program includes County realignment contributions and federal match. In January 2014, all Path2Health enrollees will transfer to coverage under expanded Medicaid. The Department through its representation on CMSP Planning and Benefits Committee has actively participated in the construction of this program. In addition, Rita Scardaci, Health Services Director, is a member of the CMSP Governing Board. All Path2Health members will transition to Medi-Cal coverage with Partnership HealthPlan of California in January 2014.
- iv. **What is CMSP?** County Medical Services Program (CMSP) is a consortium of counties established by law in 1983 that contracts with 35 counties, including Sonoma County, for the administration of their medically indigent adult programs as required under Section 17000 of the California Welfare and Institutions Code. Established as the vehicle for smaller and rural counties to pool their resources and serve the population through a single benefit program, each year the Department of Health Services (DHS) contributes approximately \$13 million of its Health Realignment funding to pay for coverage of approximately 9,000 enrollees in CMSP. Enrollment is accomplished through Sonoma County Department of Human Services.
- v. **What is Partnership HealthPlan of California? Partnership HealthPlan of California** (Partnership) is Medi-Cal Managed Care Plan contracted with the State of California to provide Medi-Cal services in participating counties, such as Sonoma County. Since beginning its operations in Sonoma County in October 2009, Partnership’s membership has grown from 52,000 to 57,775 Medi-Cal enrollees. In July 2011 Partnership expanded to Marin and Mendocino counties. In the six-county region that includes Solano, Napa, Yolo, Sonoma, Marin, and Mendocino counties, Partnership now serves 200,000 Medi-Cal enrollees, including approximately 9,000 in Sonoma County. Over the past year, Partnership has been working with Lake County which is projected to join Partnership in June 1, 2013. Sonoma County currently has 5 representative members on the Partnership Commission.

On February 27, 2013 the California Department of Health Care Services announced that seven northern rural counties would be allowed to join Partnership as part of the statewide expansion of Medi-Cal managed care. The counties of Humboldt, Del Norte, Lassen, Modoc, Shasta, Trinity, and Siskiyou are working with Partnership to meet the State's deadline for implementation by June 1, 2013.

Partnership is focusing on infrastructure improvements and network capacity to prepare for additional members in 2014. Partnership continues to work closely with Health Services and its community partners to improve the health of Sonoma County. A few of these projects include: 1) a perinatal substance use project that utilizes an evidence based tool to identify new strategies that will reduce the number of women of reproductive age who engage in risky substance use; 2) partnered with DHS to improve access to State Child Health and Disability Program (CHDP) and Comprehensive Perinatal Support Program (CPSP) by requiring all primary care providers to offer CHDP services to children in their practices and likewise require CPSP services be provided or arranged to be provided to all pregnant women as a condition of participation in the Partnership network; 3) collaborate with local hospitals to use a emergency department notification system to inform primary care physicians when one of their patients is seen in at a local hospital so the physician office can coordinate follow-up care if needed; and 4) work collaboratively with the SCMA Specialty Access Project to collectively pursue opportunities and strategies to improve access to specialty physician services for uninsured and underinsured residents.

- f. **State/County Impact:** Under last year's California State budget bill, the children covered by the Healthy Families program will be covered under the Medi-Cal program. In Sonoma County, about 560 children transitioned to Partnership on March 1, 2013. On April 1, 5,384 children who are currently covered through Kaiser Healthy Families will become Partnership members. These children will be able to keep Kaiser as their primary care provider through Partnership. Finally, on August 1, 2013 5,722 children will move from Anthem/Blue Cross EPO Healthy Families coverage to Medi-Cal through Partnership.
- g. **Are Legal Immigrants Eligible for Coverage Under Medicaid Expansion Provisions of the ACA?** Legal immigrants remain barred from Medicaid coverage for first 5 years but may receive premium tax credits and cost-sharing reductions to enroll through the health benefit exchange.

IV. ACA – Expansion of Coverage (Health Benefit Exchange)

- a. Create state-based health benefit exchanges, or marketplaces, where individuals with incomes from 138% FPL to 400% FPL and small business with up to 50 full-time employees (FTE) will be able to shop for health insurance coverage. (Effective Date: January 2014). California was the first state in the nation to pass legislation (AB 1602 and SB 900) creating a health benefit exchange, called "Covered California."
- b. In October 2015 will be available to small businesses with up to 100 FTEs.

- c. **State Impact:** An estimated 2.3 million California residents will enroll in a health plan through Covered California.
- d. **State Impact:** To date the California has received over \$909 million in federal support to establishment of Covered California. In addition, the Department of Managed Health Care has received over \$8.8 million in Consumer Assistance Program grants under the ACA.
- e. To increase access to coverage ACA provides sliding scale tax credits for individuals with incomes from 133% to 400% FPL and small business with no more than 25 employees.
- f. **State Impact:** Over 4 million non-elderly uninsured Californians will qualify for a tax credit to purchase health insurance coverage under Medi-Cal or through Covered California.
- g. **State Impact:** In 2011 tax year, over 375,000 California small businesses (70% of total) representing over 2.4 employees were eligible for the tax credit to help pay for health coverage (average credit is \$752 per employee).
- h. The ACA requires all health plans offered in the individual and small group markets must provide a comprehensive set of services called Essential Health Benefits. Covered California will offer four tiers of coverage options-platinum, gold, silver and bronze, based on the percentage of full actuarial value of benefits. The platinum plan will cover 90 percent of health care costs and have the highest premiums, the gold will cover 80 percent; the silver 70 percent and the bronze will cover 60 percent of costs.
 - i. **What are Essential Health Benefits?** Essential Health Benefits include 10 categories of services: 1) Ambulatory Patient Services; 2) Emergency Services; 3) Hospitalization; 4) Maternity and Newborn Care; 5) Mental Health and Substance Use Disorder Services, including behavioral health treatment; 6) Prescription Drugs; 7) Rehabilitative and restorative services and devices; 8) Laboratory Services; 9) Preventive and wellness services and chronic disease management; and 10) Pediatric Services, including dental and vision care.
- i. **What is the primary role of the health benefit exchanges?** The primary role of the health benefit exchanges is to: 1) perform outreach; 2) conduct eligibility determinations and enrollment; 3) provide consumer assistance; 4) conduct plan administration and certification of insurance companies/health plans that participate in exchange; and 5) review participating health plan premiums.
- j. States have the option of operating their own exchange, partnering with the federal government to run an exchange, or operating their exchange as a state/federal partnership. States choosing neither option will default to a federally-facilitated exchange.
 - i. **State Impact:** As of March 2013 17 states, including California and Washington D.C. have opted for a state run exchange; 26 states have elected to default to a federal exchange; and 7 states have elected to operate a state/federal partnership exchange.

- k. **When will health benefit exchanges begin enrolling individuals?** All exchanges must be ready to begin enrolling consumers into coverage on October 1, 2013 and must be fully operational on January 1, 2014.
- l. ACA requires streamlined eligibility determination and enrollment process including single application and eligibility determination for coverage under exchange or Medicaid. ACA requires states implement a “no wrong door” system allowing individuals to shop online, over the phone, in writing or in person.
 - i. **County Impact:** The Department of Health Services is actively working with community partners to increase outreach and education on enrollment in health coverage. The Department of Health Services has partnered with the Department of Human Services and Redwood Community Health Coalition and submitted a funding proposal, on March 15, 2013, in response to Blue Shield of California Foundation request for applications for county enrollment assistance. The purpose of the funds is to increase enrollment and retention of newly eligible individuals under health care reform by marketing enrollment opportunities using a variety of media, integrating a training curriculum between county staff who serve the CMSP population and certified application assisters, and providing presentations to answer questions about eligibility and enrollment procedures.

The County Health Officer is co-chair of Healthy Kids, which oversees a network of certified application assistants complementing county eligibility staff which has been a model program in the state for increasing enrollment and retention in insurance. A Healthy Kids work group called Sonoma County Expanded Coverage Initiative consists of representatives from Redwood Community Health Coalition, Health and Human Services staff, hospitals and clinics. The workgroup will design and develop an ongoing system of collaborative outreach, enrollment and coverage retention activities that will expand capacity within health care and social services organizations; educate and inform individuals and families about how to utilize their coverage.
- m. The ACA requires Covered California to offer qualified health plans that provide essential levels of coverage and consumer protections. In the individual market, Covered California will also provide catastrophic coverage for those up to age 30, or those individuals who can provide a certification that they are without affordable coverage or are experiencing hardship.

V. ACA Impacts on Individual and Group Health Insurance Coverage.

- a. The ACA allows children to remain on parent’s plan through age 25. (Effective Date: September 2010)
 - i. **State Impact:** National Health Interview Survey (NHIS) indicates that 3.1 million additional young adults have insurance coverage as of December 2011, due to the provision in the ACA that allows 19 through 25 year olds to remain on their parents’ insurance plans, including 435,000 in California.

- ii. **Website:** For additional information: <http://www.healthcare.gov/law/features/choices/young-adult-coverage/>
- b. Prohibit insurance companies from denying coverage based on a pre-existing limitation exclusions. (Effective Date: Children 2010/Adults 2014)
 - i. **State Impact:** California law went further than ACA requirements by prohibiting health plans/insurance companies from charging more than twice what is charged for other children for a similar policy.
- c. Requires many insurance plans to provide coverage without cost sharing to enrollees for a variety of preventive health services, such as colonoscopy screening for colon cancer, pap smears and mammograms for women, well-child visits, and flu shots for all children and adults.
 - i. **State Impact:** Over 6.1 million Californians no longer have to pay out of pocket for preventive services.
- d. The ACA requires Medicare to provide preventive services free for most beneficiaries.
 - i. **State Impact:** In California, 2,153,101 individuals with traditional Medicare used one or more free preventive service in 2012.
- e. Bans lifetime coverage limits (Effective Date: September 2010) and annual coverage limits (Effective Date: January 2014) on an individual's health insurance coverage.
 - i. **State Impact:** Applies to over 2 million individuals in Californian insured through the individual market.
- f. Required guaranteed issue and renewability of policies prohibiting health plans from dropping individuals because they sick. (Effective Date: September 2010)
 - i. **State Impact:** Applies to over 2 million individuals in Californian insured through the individual market.
- g. Requires health plans report on medical-loss ratios ensuring 80-85% of the premium is spend on medical care and quality improvements. (Effective Date: September 2010)
 - i. **State Impact:** Rebates were issued to over 1.8 million Californians totaling \$73.9 million.
- h. Establishes process for reviewing increases in health plan premiums. (Effective Date: September 2010)
- i. The ACA makes Medicare Part D prescription drug coverage more affordable by closing the gap in coverage known as the "donut hole". In 2012, people with Medicare in the "donut hole" received a 50 percent discount on covered brand name drugs and 14 percent discount on generic drugs. Since the enactment of the law, 6.1 million Americans with Medicare who reached the donut hole have saved over \$5.7 billion on prescription drugs.
 - i. **State Impact:** In California, 319,000 with Medicare saved over \$453.8 million on prescription drugs since the law's enactment. In 2012, 299,896 individuals in California saved over \$182.7 million, or an average of \$609 per beneficiary.

- j. Provides states with the option to create a new Pre-Existing Condition Insurance Plan for individuals who do not qualify for individual group coverage. Effective March 2, 2013 California's PCIP discontinued accepting new applications for enrollment in the program.
 - i. **State Impact:** As of 2012 over 16,000 previously uninsured residents of California who were locked out of the coverage system because of a pre-existing condition are now insured through the Pre-Existing Condition Insurance Plan.

VI. ACA Impacts on Health Care Providers – Community Health Clinics

- a. Provides \$11 billion in new funding over 5 years for Community Health Centers with the goal of expanding services to 20 million additional low income enrollees in Medicaid and uninsured. (Effective Date: 2010)
- b. Authorizes a new Title VII grant program for the development of residency programs at health centers and a new Title III program that will provide payments to community-based entities that operate teaching programs. Directly appropriates \$230 million for the program over 5 years.
- c. Supports the development and operation of Nurse Managed Health Clinics supporting nurse practitioner training and workforce capacity building.
- d. Includes \$50 million a year from 2010 through 2013 to establish school-based clinics which will provide preventive and primary health care services for medically underserved children and large populations of children eligible for Medicaid.
- e. Requires health centers receive no less than their Medicare PPS rate from private insurers offering plans through the exchange and requires participating plans to contract with essential community providers.
 - i. **State/County Impact:** Regulations define essential community providers as all those highlighted in the law, including FQHCs and public hospitals. Community clinics in the state and Sonoma County will likely see new financial resources from previously uninsured patients who are able to purchase new subsidized coverage options through the exchange and who continue to receive care from clinics. A concern of some safety net providers is increased competition for the newly eligible that will now have more options for coverage.
- f. Adds preventative services to the Federally-Qualified Health Center Medicare Payment Rate and eliminates the outdated Medicare payment cap on FQHCs.
- g. Challenges facing California health centers include increased patient loads; information systems that support new payment models and outcome measurements; development of clinical tools that support care coordination and management of defined patient populations; attracting and retaining physicians; etc.
- h. **State Impact:** In California, 131 health centers operate 1,222 sites, providing preventive and primary health care services to 3,104,183 people. In total the ACA includes over \$1 billion to California community health centers. As of September 2012, health center grantees in California have received \$396 million including:

- i. \$213 million in Capital Development Program grants to address construction/renovation needs;
 - ii. \$105 million in Building Capacity Program awards to expand facilities, improve existing services, and serve more patients;
 - iii. \$16 million in Immediate Facility Improvement awards to address pressing facility and equipment needs;
 - iv. \$55 million in Health Center Expanded Services Supplemental Funding to support increased access to preventive services and primary health services, including oral health, behavioral health, pharmacy, vision, etc.; and
 - v. \$4 million in Health Center Quality Improvement Grants to improve the quality of care at health centers and ensure women are screened for cervical cancer.
- i. **Sonoma County Impact:** In order to meet the ACA related challenges, Sonoma County clinics have implemented new care models and increased capacity, including:
- i. Will increase Medicaid payments to Medicare levels for primary care physicians (internists, family practice physicians and pediatricians) in 2013 and 2014. Because Medi-Cal is Sonoma County health centers largest funding source, expanded eligibility and improved payments will provide improved revenue streams.
 - ii. To address increased demand, Santa Rosa Community Health Centers (SRCHC) opened the 42,000 square foot Vista Family Health Center in January 2011 increasing its capacity to provide primary health care to additional 10,000-15,000 patients annually.
 - iii. SRCHC opened their Brookwood Health Center that is providing primary care and behavioral health services to 3,400 patients annually. In order to prepare for mental health/substance use parity and support integration of primary care and behavioral health services, the Department of Health Services has co-located key staff in the Brookwood Health Center.
 - iv. Petaluma Health Center (PHC) opened a new 52,000 square foot health center in June 2011. Sonoma County's health centers are expected to provide a primary care health home for a significant number of individuals covered under health care reform. PHC's expansion increased its capacity to serve 3,000 new patients annually. In addition, the expansion increased the number of dental rooms from one to nine, and included 43 medical examination rooms, a separate OB/GYN section, and enhanced behavioral health services.
 - v. In order to prepare for behavioral health parity and promote integration of behavioral and physical health services, each year the Department provides over \$1 million in funding to Sonoma County Federally Qualified Health Centers and Rural Health Clinics.
- j. **Website:** For additional information visit: <http://www.cpc.org/index.cfm/policy-advocacy/legislative/federal/health-center-funding/>

VII. ACA Impacts on Health Care Providers – Medicaid and Medicare Providers

- a. ACA increases the Medicaid payment rate for primary care physicians (managed care and FFS) to 100% of Medicare rate for 2013 and 2014 only. Federal government to fund difference between state rate and 100% of Medicare. (Effective Date: January 2013)
- b. Provides a 10% bonus for primary care physicians (Effective Date: 2011 through 2015)
- c. Reduces DSH payments incrementally between FY2014 and FY2020, with the largest reductions targeted to states with low percentages of uninsured and those that do not target DSH payments to hospitals with high volumes of Medicaid patients and/or uncompensated care. (Effective Date: 2014)
 - i. **What is Disproportionate Share?** Disproportionate Share Hospital adjustment payments provide additional help to those hospitals that serve a significantly disproportionate number of low-income patients; eligible hospitals are referred to as DSH hospitals.
 - ii. **State/County Impact:** In 2009 California DSH hospitals received over \$1 billion in DSH payments. The reduction of DSH funding may threaten the financial sustainability of some Sonoma County hospitals that serve disproportionate share of uninsured and/or undocumented patients. New sources of revenue gained from coverage expansions may not be sufficient for the hospitals to sustain and meet the needs of vulnerable populations.
- d. Medicaid Global Payment System Demonstration Project - established a Medicaid demonstration project to support states' efforts to shift from the current Medicaid fee-for-service payment structure for safety net hospital(s) to a global capitated payment model focused on quality. Up to five states may receive funding through this demonstration project.
- e. Created the Community First Choice Option program that provides states with the option to offer home community-based services to disabled individuals in the Medicaid program. States that are approved receive a 6% increase in their FMAP for home and community-based services.
 - i. **State Impact:** In August 2012 the Federal Government approved California's CFCO program that will provide California with an estimated \$573 million in additional Medicaid funding during first two years of implementation. The program will enhance Medi-Cal's ability to provide community-based personal attendant services and supports to seniors and persons with disabilities to certain enrollees who otherwise would need institutional care.
- f. Created the Community-Based Care Transitions programs that tests models for improving care transitions from the hospital to other settings and reducing readmissions for high-risk Medicare beneficiaries.
 - i. **County Impact:** As the lead agency, the Human Services Department partnered with Health Services with participation from local hospitals, physicians, clinics, and the Health Services Advisory Group (the Centers for Medicare and Medicaid

Services appointed Quality Improvement Organization in California) to seek funding under the ACA's Community-based Care Transitions Program (CCTP). Earlier this year, HSD received notice of funding from the Centers for Medicare and Medicaid Services.

- g. Authorized the Medicare Bundled Payment Pilot Project in up to eight states to test and evaluate "bundling" payments for acute inpatient, physician services, outpatient hospital services, and post-acute care services for an episode of care episodes of care surrounding a hospitalization. (3-days prior to hospitalizations and 30 days after).
 - i. **What is a bundled payment?** A "bundled" payment is a single payment for multiple services provided by different providers during an episode of care. Payment bundling encourages providers to work together across health care settings to better coordinate and integrate care, which can potentially improve health, improve the quality of care, and lower costs.
- h. Created Accountable Care Organizations (ACO) are groups of doctors, hospitals, and other health care providers who take responsibility for the costs and quality of care provided to their Medicare patients. ACOs encourage greater coordination and integration of care among providers, leading to improved quality and efficiency of care for patients as well as to lower costs. ACO share in savings earned by reducing the cost of health care delivered, contingent upon meeting performance standards.
 - i. **State Impact:** The California Healthcare Foundation website includes a map shows the distribution of ACO in California. <http://www.chcf.org/publications/2012/08/aco-map>
- i. Prohibits federal payments for hospital acquired conditions. (July 2010)
- j. Reduces payments for preventable hospitalizations (July 2012) and hospital acquired conditions (2015).
- k. Medicare Pilot Program – bundled services for episodes of care. (January 2013)
- l. Reduced adjustments to hospitals for inflation. (2011)
- m. Quality-based Hospital/Physician incentive programs. (2012)
- n. Restriction on Physician-Owned Hospitals (2010)
- o. Non-profit Hospitals - Requires non-profit hospitals to conduct community needs assessments every 3 years and implementation plans to meet community needs. (2010)
- p. Trauma Centers - Establish new trauma center program to strengthen emergency department and trauma center capacity; funds research and establishes demonstration project to develop innovative models for emergency care.
- q. **County Impact:** In order to meet the increased demand for health care services, Sonoma County provider organizations are expanding their facilities to serve more patients; developing partnerships with providers that will allow them to assume financial risk across the full continuum of care; and building health systems that will allow them coordinate care in an environment that incentivizes performance and quality outcomes.

- i. Kaiser Permanente's \$233 million expansion of its North Wing in late 2010, increasing the number of their inpatient beds from 117 to 173 and doubling the number of emergency room beds from 17 to 34 and intensive care unit beds from 10 to 20. With a current enrollment of approximately 145,000, this expansion will increase their capacity to serve additional patients who will be covered in January 2014 under health care reform. In addition, recently the Kaiser Permanente's Santa Rosa Medical Center Family Medicine Residency Program earned accreditation from the Family Medicine Residency Review Committee of the Accreditation Council for Graduate Medical Education with the first group of residents expected to enter the program in July 2014. The new three-year residency will provide high-quality medical education and train six physicians a year for a total of 18 residents by 2017, expanding the number of primary care physicians being trained in Sonoma County. In addition to the ongoing work being conducted to continually maintain and enhance our buildings for our members and clinicians, Kaiser is also expanding its outreach by planning for another Medical Office Building in Santa Rosa with an expected construction start in 2014. It is anticipated that this building will provide offices for 40 primary care physicians, a pharmacy, and radiology equipment.
- ii. St Joseph's Health System's (SJHS) \$15 million expansion of Santa Rosa Memorial Hospital's emergency room will double its current capacity, including 26 private rooms enhancing the capacity of its Level II Trauma Center to treat more critically ill and injured patients. In addition, SJHS has expanded its partnerships with district hospitals, the Marin-Sonoma IPA, community health centers, nursing facilities, and other partners. In addition, SJHS is in the process of completing its 5 year strategic plan, which will address many healthcare reform initiatives. This includes the transition from an acute care model of healthcare into population health, promoting healing, wellness and caring for each individual's needs. SJHS also continues to expand its partnerships in evolving acute "sick care" into the continuum of care outside of the traditional care model.
- iii. Sutter Health's construction of a \$284 million medical center. The new facility will include 82 licensed beds, 10 labor and delivery rooms, 12 emergency room bays, and a 24 station Universal Care Unit and is scheduled to open in 2014.
- iv. Petaluma Valley Hospital is owned by the Petaluma Health Care District but operated by the St. Joseph Health System (St Joseph). St Joseph is investing over \$3.6 million in information technology at Petaluma Valley Hospital to create an electronic medical record to link the hospital's records to physicians and other hospitals operated within St. Joseph Health System, and to meet the federal government's Meaningful Use criteria.
- v. Both Sonoma Valley Hospital and Palm Drive Hospital entered into an affiliation agreement with Marin General Hospital that will allow the three-hospital network many of the benefits of an integrated system, including physician recruitment, group purchasing arrangements, information technology, financial planning, and centralized support functions. It is projected the affiliation arrangement will reduce

costs for both Sonoma Valley Hospital and Palm Drive Hospital through improved cost efficiencies and operational improvements.

- vi. In November 2010 Healdsburg District Hospital signed an affiliation agreement with Santa Rosa Memorial Hospital, which allows for shared resources, integration of clinical systems, and sharing of best practices across the two organizations to improve patient care and operational efficiency.
- vii. Marin Independent Practice Association expanded into Sonoma County significantly increasing their physician network of primary care physicians and specialists along the south county corridor.
- viii. Redwood MedNet and other regional efforts to build health information exchange capabilities that support the sharing of electronic medical records across health systems.

VIII. The Patient Protection and Affordable Care Act – *Public Health & Prevention*

- a. Created the National Public Health Council comprised of 17 federal departments who in conjunction with state, tribal, local, territorial, public and private partners goal is to move our health system from one based on sickness and disease to one based on wellness and prevention. Charged with developing the National Prevention Strategy, the Council is focused on identifying opportunities to consider prevention and health, increasing tobacco-free environments, and increasing access to healthy affordable food.
- b. Required the development of a National Prevention Strategy that sets goals for improving health through prevention and public health programs.
- c. Created the Prevention & Public Health Fund
 - i. Purpose – Provide expanded and sustained funding for prevention and public health programs.
 - ii. Funding \$15 billion over 10 years and \$500 million in 2010 (\$750 million in 2011; \$1 billion in 2012; \$1.25 billion in 2013; \$1.5 billion in 2014; and \$2 billion in 2015 and each year thereafter). Authorized funding does not require Congressional appropriation. For more information on programs funded please see: <http://www.naccho.org/advocacy/upload/PPHF-2010-2013-2.pdf>
 - iii. Effective date - 2010
- d. Public Health Funding Opportunities
 - i. Maternal, Infant and Early Childhood Home Visitation
 - 1. Purpose – Funding to strengthen maternal, infant and early childhood visiting programs. States required to conduct needs assessment by September 2010. Non-supplantation provision.
 - 2. Funding - \$1.5 billion over 5 years (\$100 million in 2010).
 - 3. Effective dates – 2010 to 2014
 - 4. Eligible Entities – States, and if state declines to participate, Indian tribes and non-profit organizations.

ii. Community Transformation Grants

1. Purpose – Funding to reduce chronic disease rates, address health disparities, safe bike routes, prevention programs, etc.
2. Funding – Prevention and Public Health Fund (20% of funding to rural/frontier areas).
3. Effective dates - 2010 to 2014
4. Eligible entities – State/local government and CBOs.
5. **County Impact:** In July 2012, the Sonoma County Department of Health Services submitted a grant application to the U.S. Department of Health and Human Services (HHS) requesting funding under the ACA Community Transformation Grant (CTG) program. The Department’s CTG proposal describes comprehensive preventive health initiatives that address all five strategic directions of the National Prevention Strategy: tobacco-free living, active living and healthy eating, high impact quality clinical and other preventive services, social and emotional wellness, and healthy and safe physical environment. On September 25, 2012 the Department received formal notification from the Centers for Disease Control and Prevention that it was one of only 40 grantees nationwide to receive funding, and had been awarded \$3,517,360 in federal CTG funding over three county fiscal years from September 30, 2012 through September 29, 2014.

iii. Healthy Aging, Living Well Grants

1. Purpose – Funding to provide public health community interventions, screenings, and clinical referrals for pre-Medicare populations (55-64 years old). Public health interventions include efforts to improve nutrition, increase physical activity, reduce tobacco use and substance use, improve mental health and promote healthy lifestyles.
2. Funding – Authorized but requires congressional approval.
3. Effective dates - 2010 to 2014
4. Eligible entities – Health departments and Indian tribes. The new law requires local health departments to use their grant awards to “enter into contracts with community health centers or rural health clinics and mental health and substance abuse disorder service providers to assist in the referral/treatment of at risk patients to community resources and determine eligibility for public programs.”

iv. Educational Outreach Campaign Program – Creates a national public-private prevention and health promotion outreach and education campaign to promote use of preventive services recommended by United States Preventive Services Task Force. Funding authorized under Prevention and Public Health Fund. (March 2011)

v. Epidemiology-Laboratory Capacity Grants

1. Purpose – Funding to improve surveillance, monitoring and response to infectious disease.

2. Funding – \$190 million (\$95 million Epidemiology; \$60 million Information Management; \$32 million Lab Capacity). Authorized but not appropriated.
 3. Effective dates - 2010 to 2013
 4. Eligible entities – State/local government and academic centers.
- vi. Positive Health Behaviors and Outcomes Grants
1. Purpose – Funding to promote positive health behaviors and outcomes for populations in medically underserved communities.
 2. Funding – Authorized but not appropriated.
 3. Effective dates - 2010 to 2014
 4. Eligible entities – State/local government, public or non-profit entities, FQHCs, hospitals, free clinics.
- e. Other Public Health/Prevention Programs
- i. Community-based Collaborative Care Networks Program - Authorizes the creation of Community-Based Collaborative Care Networks composed of safety net hospitals, community health centers and other safety net providers, that will offer coordinated care for vulnerable patients in their areas – increasing health care access and quality. 5 years of funding. (2011)
 - ii. Nutritional labeling - Require nutritional labeling of standard menu items at chain restaurants (that have at least 20 outlets) and vending machines. Disclosures require calories on menu boards and additional nutritional information available on request, etc. (March 2011)
 - iii. Wellness Programs - HHS to provide incentives for Medicaid patients to adopt and maintain healthy behaviors. (2011)
 - iv. Diabetes Prevention Program and Strategy - Creates Centers for Disease Control (CDC) National Diabetes Prevention Program targeted at adults at high risk for diabetes. Requires HHS and CDC to jointly issue a Diabetes Report Card. (2012)
 - v. Young Women’s Breast Health - Requires HHS to conduct an education campaign for young women and health care professionals about breast health. (2010)
 - vi. Personal Responsibility Grant - Grant to educate adolescents about abstinence and contraception. \$75 million over 2010 through 2014. If state does not submit application for 2011, funds will be used to provide grants to local agencies within state.
 - vii. Oral Healthcare Prevention Activities - CDC demonstration grants to eligible entities (includes FQHCs and Local Health Departments) to provide school-based sealant programs and conduct surveillance activities.
 - viii. Childhood Obesity - \$25 million for 2010 through 2014.
 - ix. Immunization Grants – CDC demonstration program to improve immunization rates for children, adolescents and adults (i.e. immunization reminders; reduced out-of-pocket expenses, immunization promotion strategies, etc.).

- x. Research - Directs HHS Secretary and CDC Director to fund research in the area of public health services and systems, including comparing state and local health department structures and systems in terms of effectiveness and cost.
- xi. Health Disparities - Require all federal health care and public health programs to collect and report data on race, ethnicity, sex, primary language, disability status, and underserved/frontier areas. (March 2012)

IX. The Patient Protection and Affordable Care Act – *Workplace Development*

- a. Expands and improves low-interest student loan programs, scholarships and loan repayments for health students and professionals to increase and enhance the capacity of workforce to meet future health needs, and other workforce development programs. (Effective Date(s) – 2010 through 2015)
 - i. \$195 million/year for loan repayment; \$30 million/year for mid-career training. Both subject to funding through Congressional appropriations.
- b. Establishes Workforce Advisory Committee charged with developing national workforce strategy and a National Health Care Workforce Commission to determine if the demand for health care workers is being met and projected needs. (September 2010) Establishes a commissioned Regular Corps and Ready Reserve Corps for service in time of a national emergency. (September 2010)
- c. Establishes employer-based wellness programs through the Prevention and Public Health Fund, to assist employers both establish and evaluate workplace wellness programs. Provides funds, but not yet implemented, for small businesses to provide comprehensive workplace wellness programs. Updates the Public Health Services Act incentive based wellness plan. For additional information on Centers for Disease Control and Prevention Workplace Health Promotion visit: <http://www.cdc.gov/workplacehealthpromotion>.

X. The Patient Protection and Affordable Care Act – *Health Information Technology (HIT)*

- a. Purpose - Grants to states to develop and update interoperable standards for using HIT to enroll individuals in public programs.
- b. Funding – Not specified.
- c. Effective date – September 2010

XI. The Patient Protection and Affordable Care Act – *Mental Health & Alcohol and Other Drug Services (AODS)*

- a. Mental Health
 - i. Mental Health Parity
 - ii. Emergency Psychiatric Care Demonstration Projects
 - 1. Purpose – Expand the number of emergency inpatient psychiatric care beds

2. Funding – \$75 million
 3. Effective dates - 2011 to 2015
- iii. Depressive Disorders Grant
1. Purpose – Grants to Centers of Excellence to develop treatments for mental disease
 2. Funding – \$75 million
 3. Effective dates - 2011 to 2015
- iv. Pilot Project Institutes for Mental Disease (IMD) Exclusion – grants to states to allow payment to IMD that is not publicly owned for the provision of services to individuals between 21 and 65 years of age.
- b. AODS
- i. Substance Abuse Parity

XII. Useful Websites

- a. Federal Government ACA Website - <http://www.healthcare.gov/>
- b. White House Health Reform Website - <http://www.whitehouse.gov/healthreform>
- c. State Covered California Website – www.coveredca.com
- d. CSAC Health Care Reform Website - <http://www.csac.counties.org/federal-health-care-reform>
- e. NACo Health Care Reform Toolkit - <http://www.naco.org/programs/csd/Pages/HealthReformImplementation.aspx>
- f. Calif Healthcare Foundation Website - <http://www.chcf.org/tags/affordable-care-act>
- g. Full ACA Implementation Timeline - <http://www.healthcare.gov/law/timeline/>
- h. CWDA Implementations Guide - <http://www.cwda.org/tools/healthcare.php>
- i. Partnership HealthPlan of California - <http://www.partnershiphp.org/>
- j. California Medical Services Program - <http://cmspcounties.org/>
- k. Insure the Uninsured Project - <http://www.itup.org/>
- l. Henry J. Kaiser Family Foundation - <http://healthreform.kff.org/>

XIII. Glossary

The following terms and acronyms, many of which appear in this summary, frequently occur in discussions around healthcare reform in California.

Term	Definition
ACA	Affordable Care Act, passed by Congress and signed into law by the President on March 10, 2010, provides quality and affordable health care for all Americans. This Act allows individuals, families and small business owners to be in control of their health care, reduces premium costs by providing hundreds of billions of dollars in tax relief and reduces what families will have to pay for health care by capping out-of-pocket expenses and requiring preventive care to be fully covered without any out-of-pocket expense.
ACD	Automatic Call Distribution system; telephone technology that routes an incoming call to the appropriate line or “queue” for prompt answering.
AIM	Access for Infants & Mothers- ow-cost health coverage for pregnant women. Their newborns may be covered by the Healthy Families Program. AIM is for middle-income families who don’t have health insurance and whose income is too high for no-cost Medi-Cal.
APTC/CSR	Advanced Premium Tax Credit/Cost Sharing Reduction - premium tax credits help defray insurance costs for individuals and families. Depending on eligibility, the credit may come in the form of an advance, and makes it easier for families to purchase affordable health insurance. The Exchange will determine eligibility for the credit based on the information provided by the consumer. The tax credit advance premium is available for people whose income is 400% of the FPL or less, and who purchase private insurance. Application for an advance of the tax credit is made through tax filing. Like Advanced Earned Income Tax Credit, it can be applied for in 2013 for calendar year 2013.
BCW	Benefits CalWIN - the “front end” system for online applications into CalWIN, one the California’s three SAWS applications.
BHP	Basic Health Program would provide affordable coverage for individuals with incomes between 134% and 200% of FPL.

Term	Definition
C4Yourself	A component of the C-IV System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKs, and CMSP online.
C-IV (SAWS Consortium IV)	C-IV is one of the three Statewide Automated Welfare Systems (SAWS) in California. C-IV provides service to 39 counties statewide, and includes functionality that will be adopted for certain elements in CalHEERS.
CAA	Certified Application Assistor-- In addition to helping families complete and submit the Healthy Families Application or Health-e-App, CAAs also keep families informed about program changes and help them maintain their health coverage. CAAs also help families who do not qualify for the no-cost Medi-Cal Children's Percent Program or HFP by referring them to other available programs. CAAs should review the Recent Program Changes on the Healthy Families website at www.healthyfamilies.ca.gov and the CAA Newsletter for updated program information.
CalFresh	California Food Assistance Program, formerly known as Food Stamps and federally known as the Supplemental Nutrition Assistance Program (SNAP) provides food assistance to needy Californians.
CalHEERS	California Healthcare Eligibility, Enrollment, and Retention System - it is an online portal that will allow individuals and small businesses to easily get affordable health coverage.
California Health Exchange	Created by the State Legislature to implement key elements of the Affordable Care Act (ACA). CalHEERS is the key implementation of that law.
CalWIN	One of the three Statewide Automated Welfare Systems (SAWS) in California. CalWIN provides service to 18 counties statewide.
CalWORKs	California Work Opportunity and Responsibility for Kids - California's Temporary Assistance to Needy Families (TANF) program which provides cash aid and services to eligible needy families with children.
CMSP	County Medical Services Programs are low income health programs operated for medically needy low income individuals, and provide health coverage for low-income, indigent adults in 35 rural California counties.

Term	Definition
Cost Sharing	Any expenditure required by or on behalf of an enrollee with respect to essential health benefits. The term includes deductibles, co-insurance, co-payments or similar charges, but excludes premiums, balance billing amounts for non-network providers and spending for non-covered services.
Covered California	Another name for California’s Health Benefit Exchange developed to assist citizens in obtaining health insurance coverage
CSR	Cost Sharing Reduction -A decrease in cost sharing for an eligible individual enrolled in the Exchange.
DHCS	California’s Department of Health Care Services
Exchange	A State-based competitive marketplace where individuals and small businesses will be able to purchase affordable private health insurance and have the same insurance choices as Members of Congress. There is no one-size-fits-all approach, and each State has the opportunity to tailor its Exchange to meet its needs. Exchanges will serve as a one-stop shop where individuals will get information about their options, be assessed for eligibility for the Exchange, tax credits for private insurance, or programs like the Children’s Health Insurance Program, and enrolled in the plan of their choice. Small businesses will also have the option to purchase insurance through a program offered by each Exchange. The Exchange for California is CalHEERS.
FPL	Federal Poverty Level - The poverty guidelines used for determining financial eligibility for certain federal programs.
General Assistance	County cash assistance programs for low income individuals with no eligible children
HCR	Health Care Reform - enacted in the United States by two federal statutes; the Patient Protection and Affordable Care Act (PPACA) and the Health Care and Education Reconciliation Act of 2010 which amended the PPACA.
Horizontal Integration	Offering both initial and ongoing assistance across programs to address family needs in a comprehensive manner; i.e. when a client applies for health coverage, we also offer CalFresh or CalWORKs benefits, etc.

Term	Definition
IAP	Insurance Affordability Programs are programs included in the streamlined eligibility and enrollment system through the Exchange, Medi-Cal, CHIP and BHP (Basic Health Program). MAGI will be used to determine eligibility for these programs.
Indigent Health Programs	Low Income Health Programs for medically needy low income individuals who don't qualify for Medi-Cal
IVR	<p>Interactive Voice Response - An automated telephone system that interacts with callers, gathers information and routes calls to the appropriate recipient.</p> <p>Inbound IVR allows customers to retrieve information from the SAWS system about their benefits without having to contact a worker. Using a toll-free number and touch-tone telephone, customers are able to access personal case data, local office hours and phone numbers, and case worker contact information.</p> <p>Outbound IVR generates automated voice messages to customers using a customer provided telephone number and with customer permission. The outbound IVR system notifies customers of a variety of items from interview appointments to missing documents.</p>
LEADER	The Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System. LEADER is one of the three Statewide Automated Welfare Systems (SAWS) in California. It provides service to Los Angeles County.
LIHP	<p>Low Income Health Program - Section 1115 of the Social Security Act authorized the federal government to negotiate with States to make changes to their Medicaid programs to provide expanded coverage to low income persons.</p> <p>California received federal approval for a 5-year section 1115 Waiver titled the California Bridge to Reform allowing counties to expand coverage to childless adults through participation in the Low Income Health Program.</p>

Term	Definition
MAGI	Modified Adjusted Gross Income - Introduced by the ACA and used by the IRS as a way to standardize how income is calculated across the nation when determining eligibility for insurance affordability programs. Income used in calculating eligibility for medical insurance subsidies. Individuals can purchase coverage, with financial support for those between 133–400% of the federal poverty level, and expanding Medicaid eligibility to those with income below that level.
Medi-Cal	California’s Medicaid program for eligible low income families and individuals - a state administered public health insurance program for low-income individuals including families with children, seniors, persons with disabilities, pregnant women and low income individuals with specific diseases such as tuberculosis, breast cancer or HIV/AIDS. The Federal government provides a portion of the funding for Medi-Cal and sets guidelines for the program.
Navigator Network	The Navigator program was designed to reach underserved populations. Their role is outreach, education and eligibility as well as enrollment. Navigators will be required to complete a training program to be registered with the Exchange.
Non-MAGI	Refers to those not eligible for expanded Medicaid under the MAGI rules, but who may qualify for existing Medi-Cal program.
Office of Systems Integration (OSI)	State Department responsible for managing health and human services information technology projects in California by providing project management, oversight, procurement and support services.
Ongoing Case Maintenance	To process eligibility based on household changes, income changes, change of address, etc.
PATH2Health	A Low Income Health Program (LIHP) used by 35 California counties, sponsored by the County Medical Services Program (CMSP) Governing Board and authorized under California’s 1115 Medicaid Waiver. It offers early implementation of the Affordable Care Act (federal health reform).
Regional Call Center	A call center that encompasses two or more counties from a geographic region.
Renewals	Processing annual or regular eligibility determinations

Term	Definition
SAWS	Statewide Automated Welfare System is the automation of county welfare business processes for CalWORKs, CalFresh, Medi-Cal, Foster Care, Refugee and County Medical Services by three automated systems; LEADER, CalWIN and C-IV.
Single Streamline Application	Assembly Bill 1296 enacted the Health Care Reform Eligibility, Enrollment, and Retention Planning Act, which requires state agencies, health care service plans, consumer advocates, and other stakeholders, to plan and develop a standardized single, accessible application forms and related renewal procedures for state health subsidy programs. Evolving - needs an update toward the end of our efforts
Stand Alone Call Center	A call center operated by an individual county
State Service Center	The Covered California customer service center, where the public may apply for health benefits.
Tax household members	Household members are based on the tax filing unit, not on who lives together in a household. This term refers to the unit of people whose income and information must be considered in determining eligibility for expanded Medicaid. This different from the Medi-Cal Family Budget Unit (MFBU) used by California's Medi-Cal programs.
YourBenefitsNow	A component of the Los Angeles LEADER System that allows customers to apply for Food Stamps, Medi-Cal, CalWORKs, and CMSP online.

Exhibit A

Current Status of Governor's Two Options for Medicaid Expansion

In June 2012 the United States Supreme Court, in reviewing the constitutionality of the Patient Protection and Affordable Care Act ruled that states could not be required by law to expand Medicaid. As of March 13, 25 states have elected to expand Medicaid, 14 states have elected not to expand Medicaid, and 6 states are undecided, with 2 states leaning toward participating, and 3 states leaning toward not participating. For additional Medicaid expansion information visit: <http://www.advisory.com/MedicaidMap>

In California, the Governor proposes to expand Medi-Cal to adults with incomes under 138% of the Federal Poverty Level (FPL) who are not currently Medicaid eligible as allowed under the ACA. The Governor's budget document presents two options to expand Medi-Cal to these adults, a "state-based" approach and a "county-based" approach. In each case the state is relying on the assumption that counties will achieve savings as a result of expanding eligibility for patients that are currently served by county indigent health programs. The Governor's budget anticipates utilizing these savings to offset state costs.

The "State-Based Approach" is built on the existing state administered Medicaid program and managed care delivery system (Partnership HealthPlan in Sonoma County) and excluding long-term care coverage. Under this option, the Administration would redirect existing 1991 health realignment funds, currently used to fund Sonoma County participation in CMSP, to pay for new human service program responsibilities. The budget document specifically mentions subsidized child care; other options may include CalWorks, child support or others. The counties would fund the new responsibilities with savings from indigent adults receiving coverage through Medi-Cal. The State would offer a standardized benefit similar to Medi-Cal and would remain fiscally and programmatically responsible for the "newly eligibles" covered under the Medicaid expansion provisions of the ACA.

Under the "County-Based Approach" option, the expansion would be built upon the existing Low Income Health Programs. For Sonoma County this is accomplished through CMSP Path 2 Health (LIHP). Counties would maintain their current responsibilities for indigent health care services. Counties would need to meet statewide eligibility requirements and a statewide minimum in health benefits consistent with benefits offered through Covered California. Counties could offer additional benefits, except for long-term care. Counties would act as the fiscal and operations entity responsible for expansion and build on existing Low Income Health Programs (LIHP). Under this approach counties would retain their current responsibilities for indigent health care services. In Sonoma County, the LIHP is offered through the County Medical Services Program (CMSP) and the Path2Health program. The state still wants to engage counties in a discussion of savings and some diversion of the 1991 health realignment funds. This option requires federal approval and specified waivers.

In addition, the state budget proposes to establish a Medicaid Bridge program for individuals earning between 138 and 200 percent of the FPL, which could be accomplished via Partnership HealthPlan California. At this time PHC is increasing capacity in light of recent approval to expand services to seven other counties as noted on page 8.

California State Association of Counties (CSAC) has played a leadership role in the discussion of the Administrations regarding two Medicaid expansion options. Additionally, Supervisor Carrillo serves on the Executive Committee, Supervisor Zane sits on the Health and Human Services Committee and Chairman Rabbitt is the designated representative to CSAC. Rita Scardaci serves on the 1991 Health Realignment work group currently looking at these issues.

Whether counties take on a new share of cost for Medi-cal under the county option or a new share of cost for human service program(s) under the state option, counties will be vulnerable to state and federal law changes. As counties have experienced in 1991 realignment, state and federal law changes can increase program costs beyond what was originally projected.

Under Welfare and Institutions Code 17000 counties are responsible for providing health care services to indigent adults. It is difficult to assess how courts will view 17000 eligibility and benefits levels after implementation of the ACA.

The state's premise for giving counties new responsibilities is that there will be savings to county indigent programs from Medi-Cal expansion. However the 1991 health realignment funds are used to provide services for indigent adults and public health services. It is estimated that 3-4 million Californians will remain uninsured in 2019, due to being undocumented, transient, refusal to enroll, and other reasons County indigent programs will continue to exist to provide service to the uninsured and Public Health will remain a county responsibility. The state is not clear regarding residual county responsibilities and their proposal to provide resources for these services.

Any diversion of funds by the state from the health care delivery system before a full assessment of the near and longer term impacts of the ACA are determined and analyzed has the potential to undermine the system the state needs to rely on to expand Medi-Cal. Additionally increased coverage to low-income individuals may not translate to savings to all county health systems. Several of the state administration's proposals pose a threat to critical local public health (PH) functions, most of which will remain a county responsibility after implementation of the ACA. PH functions focus on the overall health of our communities in ways that are beyond the scope of health insurance. Local PH responsibilities include monitoring, investigating and contracting communicable and food-borne outbreaks; planning for and responding to local disasters; ensuring our water supplies are safe; educating the public about emerging health risks such as exposure to tobacco smoke; and prevention measures and engaging communities to develop community based responses to improve health status.

To date the federal government has not provided detail on mental health and substance use disorder parity within the Medi-Cal expansion, particularly in regard to compliance enforcement, specific benefits, discrimination standards and benchmark supplementation. Under either the state or county option, these details are important. Counties and the state need to know what the mental health and substance use disorders benefits will be in the expansion, the service delivery model, and projected acuity levels of the Medi-Cal expansion population.

Currently California offers limited substance use disorder treatment services through the Drug Medi-Cal program, most of which are for methadone services. Drug Medi-Cal does not cover the majority of services provided in Sonoma County including evidence based treatments such as continuing care case management, nor residential and inpatient services or any alcohol treatment.

Counties provide the entire non-federal match for both Drug Medi-Cal and mental health managed care benefits. Under Proposition 30, the counties are provided constitutional protections against new state legislation and federal laws changes that would increase cost.

It is estimated that many of the childless adults who will obtain Medi-Cal coverage may have significant need for mental health and substance use disorder treatment services. CMSP reports continuing high utilization of services for this population during the past 10 years. Expanding the Medi-Cal system's capacity to deliver mental health and substance use disorder treatment should be a high priority heading into 2014.

Special Session.

On January 28, 2013, Governor Brown issued a proclamation convening an extraordinary session of the California State Legislature to continue work on implementing the federal Patient Protection and Affordable Care Act. There were three issues addressed in the special session: individual and small group insurance market reforms, conforming to federal eligibility, enrollment and retention rules, and bridge to reform. Two bills were introduced and discussed focused on Medi-Cal eligibility and individual insurance reforms.

- ABX1-1-Medi-Cal Eligibility (Perez, D-Los Angeles) to implement key Affordable Care Act provisions to expand Medi-Cal eligibility to childless non-elderly adults with incomes up to 138% of Federal Poverty Level, and streamlines eligibility and enrollment.
- ABX1 2/SBX1 2 (Pan, D-Sacramento; Hernandez, D-West Covina) to address Individual Insurance Market reforms; prohibits insurers from charging more based on health status or denying coverage due to pre-existing conditions, and limits how much more insurers can charge based on age, geography and family composition.

ABX1 1 has passed the Assembly Health Committee and will move onto Appropriations. ABX1 2 and SBX1 2 have passed Appropriations.