

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

TUESDAY

APRIL 16, 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, 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.

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APPROVAL OF THE CONSENT CALENDAR

The Consent Calendar includes routine financial and administrative actions, are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members or the public request specific items be discussed and/or removed from the Consent Calendar.

PUBLIC COMMENT

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. 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 24)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 2)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution proclaiming April 2013 as Distracted Driving Awareness Month. (Third District)
2. Adopt a Gold Resolution proclaiming 2013 as “Year of the Child.” (Fifth District)

SONOMA COUNTY WATER AGENCY

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

3. Authorize the General Manager to approve the first amended agreement with HDR Engineering, Inc., for Mirabel Fish Passage and Seismic Improvement project in an amount not to exceed \$449,945, expanding the existing scope of work and adding a new task for ground improvement design and construction phase services, and extending the agreement term by one year for a new not-to-exceed agreement total of \$959,439; agreement terminates on March 31, 2016. (Fifth District)
4. Authorize the Chair to execute an Easement Agreement conveying property rights to the City of Rohnert Park and to AT&T in connection with the City of Rohnert Park’s Wilfred Avenue Widening Project for the amount of \$18,000. This item will be returned to the Board on April 23, 2013 for final adoption. (Second District)
5. Delegate authority to the Chair to execute an easement agreement conveying property rights to the State of California Department of Transportation, for Highway 101 Novato Narrows Widening project. (4/5 vote required) (Fourth District)
6. Approve the sub consultant agreement, as required per original agreement with West Coast Watershed, for West Coast Watershed to enter into an agreement with Red Deer Consulting in the amount of \$120,000 to work on tribal outreach and participation tasks in support of the North Coast Integrated Regional Water Management Plan.

CONSENT CALENDAR (Continued)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

7. Adopt a Resolution authorizing Property Tax Administration Charge for 2012-13 as provided by SB 2557 (Maddy).
8. Adopt a Resolution authorizing the Auditor-Controller Treasurer-Tax Collector to impound \$2,225,586 of 2012-13 property taxes derived from the assessment of business and geothermal appeals in accordance with Section 26906.1 of the Government Code, State of California.
9. Adopt a Resolution redefining the membership and appointments of the Sonoma County Treasury Oversight Committee.

GENERAL SERVICES

10. Authorize the Chair to execute amendment #2 to the personal services agreement for Consulting Services with The Crocker Company, increasing the funding by \$40,000, for a total agreement cost not to exceed \$65,000.

HUMAN RESOURCES

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
SONOMA COUNTY WATER AGENCY

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

11. Miscellaneous Classification and Compensation Changes – (A) Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU Local 1021 to abolish the classifications of Senior Systems Support Technician and Systems Support Technician; and amend Salary Resolution No. 95-0926 to reflect the re-titling of the classification of Chief Deputy County Recorder to Chief Deputy County Clerk-Recorder and Right of Way Section Manager to Right of Way Manager, effective April 16, 2013. (B) Adopt a Resolution amending the Department Allocation Lists for the Information Systems Department to reflect the deletion of 2.0 Full-Time Equivalent Senior Systems Support Technician allocations and 1.0 Full-Time Equivalent Systems Support Technician allocation, and the addition 3.0 Full-Time Equivalent Information Technology Analyst I/II allocations; the Human Services Department to reflect the deletion of 1.0 Full-Time Equivalent Public Assistance Systems Specialist allocation, and the addition of 1.0 Full-Time Equivalent Public Assistance Systems Manager allocation; and the Department of Transportation and Public Works to reflect the deletion of 1.0 Full-Time Equivalent Supervising Right of Way Agent allocation, and the addition of 1.0 Full-Time Equivalent Right of Way Manager allocation, respectively, effective April 16, 2013.

CONSENT CALENDAR (Continued)

HEALTH SERVICES

12. Authorize the Director of Health Services to approve the first amendment to an agreement with Northern California Center for Well-Being, expanding the scope of work to include chronic disease prevention infrastructure, diabetes services, and increased funding for the Smoke Free Babies Program, increasing the contract amount by \$237,277, resulting in a new not to exceed amount of \$270,293, and extending the term to December 31, 2015.

PERMIT AND RESOURCE MANAGEMENT

13. Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between two parcels subject to a Williamson Act Contract located at 3194 and 3216 Alexander Valley Road, Healdsburg APNs 131-190-019 and -018 (File No. LLA11-0043). (Fourth District)
14. Authorize the Chair to execute a five year contract with Stillwater Sciences, Inc in an amount not to exceed \$407,486 to serve as the Scientific Review Consultants for preparation of the Russian River Annual Monitoring Report, annual review of instream mining plans, and other services as required. (Fourth District)

PROBATION

15. Authorize the Chief Probation Officer to execute a Memorandum of Understanding between Sonoma County Office of Education and Sonoma County Probation Department for provision of General Equivalency Diploma tutoring, preparation, and testing services for Probation's clients at the Day Reporting Center (\$43,000 per Fiscal Year through Fiscal Year 2013-14).

TRANSPORTATION AND PUBLIC WORKS / COUNTY COUNSEL

16. Authorize the Chair to execute the sixth amendment to the legal services agreement with the law firm Atkinson, Andelson, Loya, Ruud and Romo for outside counsel assistance regarding a construction dispute over the County's leachate pipeline construction project. The Amendment, in the amount of \$250,000, will increase the total compensation not-to-exceed amount to \$800,000. (Third District)

TRANSPORTATION AND PUBLIC WORKS

17. Authorize the Chair to execute the first amendment to the Commercial Operator Lease Agreement with the Sky Lounge Restaurant and Raw Bar located at the Charles M. Schulz-Sonoma County Airport Terminal Building, 2200 Airport Blvd., Santa Rosa, CA. The first extension term is July 1, 2012 through June 30, 2017 and represents an estimated \$197,000 in revenue to the Airport. (4/5 vote required) (Fourth District)
18. Authorize the Chair to execute an amendment to the agreement with Harris & Associates, Inc. to add \$93,246 for additional pavement inspection support services for a total amount of \$536,336, with a term ending December 31, 2015.

CONSENT CALENDAR (Continued)

APPOINTMENTS/REAPPOINTMENTS

(Items 19 through 24)

19. Appoint Bob Higham to the Fair and Exposition Board at the pleasure of the Board effective April 16, 2013. (First District)
20. Appoint Linda Babonis to the Commission on the Status of Women for a two year term beginning on April 16, 2013 and ending on April 16, 2015. (Third District)
21. Reappoint Marshall Bauer to the Sonoma County Tourism Bureau Board for a two-year term, effective April 16, 2013 through April 15, 2015 (First District).
22. Reappoint Ann Zimmer to the Human Rights Commission for a two year term beginning on April 16, 2013 and ending on April 16, 2015. (Third District)
23. Reappoint Jan Kiely to the Commission on the Status of Women for a two year term beginning on April 16, 2013 and ending on April 16, 2015. (Fourth District)
24. Reappoint Karen Wallace to the Commission on the Status of Women for a two year term beginning on April 16, 2013 and ending on April 16, 2015. (Fourth District)

IV. REGULAR CALENDAR

(Items 25 through 30)

SONOMA COUNTY WATER AGENCY

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

25. Authorize the Chair execute the contract with Hanford Applied Restoration & Conservation, Sonoma, CA, \$4,085,512, for construction of the Dry Creek Habitat Enhancement Demonstration Project, Phase II, and delegate authority to the General Manager of the Sonoma County Water Agency to execute Document 00650, which is the agreement and release of any and all claims, if required. (Fourth District)
26. Adopt a Resolution establishing Sonoma County Water Agency's Water Rates and charges for the Water Agency's Water Transmission System for Fiscal Year 2013/2014. (4/5 vote required)

BOARD OF SUPERVISORS

27. Approve fee waiver in the amount of \$542 for the Kenwood July 4th Hometown Parade. (First District)
28. Approve fee waiver in the amount of \$604 for the "Crusin' The Boulevard, Salute to American Graffiti" event to be held on May 13, 2013 in Petaluma. (Second District)
29. **10:30 A.M. - PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**
(Comments are restricted to matters within the Board jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)
30. **10:30 A.M.** Permit and Resource Management Department: Review and possible action on the following:
 - a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
 - b) Acts and Determinations of Project Review and Advisory Committee
 - c) Acts and Determinations of Design Review Committee
 - d) Administrative Determinations of the Director of Permit and Resource Management

V. CLOSED SESSION CALENDAR

(Items 31 through 37)

31. The Board of Commissioners of the Community Development Commission will consider the following in closed session: Conference with Real Property Negotiator. Property: 650 W. Spain Street, Sonoma, CA 95476 APN 127-204-012. Conference with Real Property Negotiator. Property: For Seller: Kathleen Kane, Executive Director, Sonoma County Community Development Commission. For Buyer: Unknown (Buyer had not been determined). Under Negotiation: Price and other terms of sale (Govt. Code Section 54956.8).
32. The Board of Commissioners of the Community Development Commission will consider the following in closed session: Conference with Real Property Negotiator. Property: 16717 Sonoma Highway APN 056-562-019. Agency Negotiator: Kathleen H. Kane, Executive Director, Community Development Commission. Negotiating Parties: Seller – Sonoma County Community Development Committee; Buyer – Unknown (Buyer had not been determined). Under Negotiation: Price and terms of payment of potential sale of property (Govt. Code Section 54956.8).
33. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation – Title: Agricultural Commissioner (Govt. Code Section 54957).
34. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Public Employee Performance Evaluation – Title: Sonoma County Water Agency General Manager (Govt. Code Section 54957).
35. The Board of Supervisors will consider the following in closed session: Initiation of Litigation (Govt. Code Section 54956.9 (d)(4)).
36. The Board of Supervisors will consider the following in closed session: Initiation of Litigation (Govt. Code Section 54956.9 (d)(4)).
37. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

RECONVENE FROM CLOSED SESSION

38. Report on Closed Session.

39. ADJOURNMENTS

VI. REGULAR AFTERNOON CALENDAR - NONE

NOTE:

The next regular meeting will be held on April 23, 2013 at 8:30 a.m.

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

1. April 23rd (PM) – Consolidated Fee Hearings
2. May 7th (PM) – ZCE12-0009; Request for a Zone Change, 1900 Flora Marie Lane, Healdsburg
3. May 7th (PM) – ORD11-0005; Ordinance amending Chapter 26 of the Sonoma County Code
4. May 14th (PM) – Northern Sonoma County Air Pollution Control District Budget Hearing
5. May 21st (AM) – Sanitation Zones & District Prop 218 Hearing
6. June 4th (AM) – Prop 218 Fee Hearing Salmon Creek Water District
7. June 11th – 21st – Budget Hearings
8. June 18th (PM) – CPH12-0004; State of California – Iron Rangers; Sonoma



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 16, 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 Proclaiming April 2013 as Distracted Driving 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 16, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing April 2013 As California's Distracted Driving Awareness Month.

Whereas, distracted driving occurs when driving becomes secondary in importance to any another activity happening inside the car, truck or motorcycle while the vehicle is moving; and

Whereas, The National Safety Council reports 1.6 million crashes a year involve drivers talking on cell phones or texting; and

Whereas, the greatest proportion of distracted drivers are under the age of 20; and

Whereas, it has been found that 16% of all crashes involving drivers under the age of 20 occurred while the driver was distracted; and

Whereas, 44% of adults report that they have been passengers in a vehicle where the driver was using a cell phone in a way that put themselves or others in danger; and

Whereas, drivers who use hand-held devices are four times as likely to get into crashes serious enough to injure themselves; and

Whereas, driving while using a cell phone reduces the amount of brain activity associated with driving by 37%; and

Whereas, the Sonoma County Safe Streets Coalition and its law enforcement partners are committed to reducing the number of traffic deaths and injuries throughout the county by educating motorists and bringing awareness to dangerous driving behaviors;

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors does hereby recognizes April 2013 as California's Distracted Driving Awareness Month.

Resolution #

Date:

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Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To:

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor Efren Carrillo

Countywide

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution proclaiming 2013 as "Year of the Child". (Countywide)

Executive Summary:

n/a

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.	\$	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:			
CSAC proclamation			
Related Items “On File” with the Clerk of the Board:			
n/a			



County of Sonoma

State of California

Date: April 16, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming 2013 as Year of the Child

Whereas, California is home to 9.5 million children, from infants and toddlers to school-agers and teens, including Sonoma County's approximately 170,000 children; and

Whereas, these children are the future of our state, with our investment in our children of today representing our investment in the working people, community leaders, parents and problem solvers of tomorrow; and

Whereas, it is therefore imperative that the elected officials, community leaders and policymakers of today prioritize California's children and consider the impact of each decision they make on all of our children today, tomorrow, and in the future; and

Whereas, California voters approved Proposition 10 in 1998 investing First 5 California and 58 County First 5 Commissions with responsibility to lead communities in expanding early developmental and school readiness services and improving systems for children ages 0 to 5 and their families, and

Whereas, each First 5 Commission, California State Preschools and local Head Start programs work in partnership with county Boards of Supervisors as well as other public and non-profit agencies to address the needs of young children and their families; and

Whereas, California counties share this dedication to the good health, school readiness, and general well-being of our children, who cannot vote, lobby or advocate, and are dependent on the adults of today for their well-being; and

Resolution #

Date:

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Whereas, the President of the California State Association of Counties has challenged his colleagues to ask “How are the children?” and to always consider what is best for the children and to continue focusing on the children until we can say with confidence, “All the children are well;”

Now Therefore Be It Resolved that the County of Sonoma Board of Supervisors joins elected officials across the state, First 5 commissions, California State Preschools and Head Start programs and their many community partners in recognizing the critical importance of placing children at the core of our plans, at the heart of our purpose and at the top of every agenda as we proclaim 2013 as “The Year of the Child.”

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Supervisorial District(s):

Grant Davis / 547-1911 – Steve Koldis / 547-1914

Fifth District

Title: Mirabel Fish Passage and Seismic Improvement Project

Recommended Actions:

Authorize General Manager to approve the first amended agreement with HDR Engineering, Inc., in an amount not to exceed \$449,945, expanding the existing scope of work and adding a new task for ground improvement design and construction phase services at the Mirabel inflatable dam, and extending the agreement term by one year for a new not-to-exceed agreement total of \$959,439, and end date of March 31, 2016.

Executive Summary:

This item amends the agreement between the Sonoma County Water Agency (Water Agency) and HDR Engineering Inc. (Consultant) for engineering services related to diversion facility improvements at the Mirabel inflatable dam – including improvements to construct new fish screen facilities as required under the Biological Opinion issued by the National Marine Fisheries Service in 2008. The fish screen will be constructed as part of an integrated facility also featuring a new fish ladder and viewing gallery (collectively referred to as the integrated facilities). The amended scope will, among other items, provide for additional engineering and construction support services to address earthquake-related soil liquefaction mitigation measures identified in the Water Agency's Local Hazard Mitigation Plan Update 2012. Recent studies and analyses associated with seismic reliability work related to the Water Agency's Wohler and Mirabel facilities have led to the realization that a ground stabilization project of the river diversion and inflatable dam facilities, originally scheduled for 2018, must be implemented prior to the construction of the integrated facilities. Further, deadlines specified by the Biological Opinion and a grant received by the Water Agency from the California Department of Fish and Wildlife require the ground stabilization project commence in late summer/fall 2013. In addition, this amended agreement addresses compliance with the Americans with Disability Act and the enhancement of public education opportunities associated with the Water Agency's water supply system and Russian River fisheries.

HISTORY/BACKGROUND

On September 24, 2008, the National Marine Fisheries Service issued its Russian River Biological Opinion assessing the impact of the Water Agency's operations within the Russian River watershed. The Biological Opinion includes "Reasonable and Prudent Measures" that the Water Agency is required to undertake to modify its operations in the watershed, including a requirement to consult with National Marine Fisheries

Service on the design and construction of a new fish screen associated with the Water Agency's Russian River diversion facilities at the Mirabel inflatable dam.

In 2009, a feasibility study addressing the requirement for a new fish screen was prepared and a preferred alternative was identified. The Mirabel Diversion Facilities Improvements (Project), located at the site of the Water Agency's existing Mirabel Dam along the Russian River approximately 2,600 feet downstream of the Wohler Bridge in Sonoma County, California, includes the construction and replacement of the existing fish screen and fish ladder with an integrated viewing gallery, including related ground improvements. Proposed modifications would occur on the western bank of the Russian River. No modifications are proposed for the existing fish ladder on the eastern bank of the Russian River.

Construction activities would require isolating the work area from the active flow of the Russian River, removing the existing fish screen/intake and fish ladder structures on the western bank of the Russian River, and constructing the new integrated facilities. The new facilities would extend approximately 40 feet farther upstream and approximately 100 feet farther downstream than the existing facilities. This larger footprint is necessary to meet contemporary fish screen and fish passage design criteria.

Project components include:

Fish Screen

The proposed intake screen will provide adequate capacity for peak diversion flows without creating high flow velocities that could harm fish. **The Biological Opinion requires that the existing screen is offline by September 2014.**

Fish Ladder

The new vertical slot fish ladder is designed to replace the existing ladder to better accommodate a wider range of fish passage and increase flow capacity which increases fish screen sweeping velocity and decreases the required screen surface area.

Fisheries Monitoring

Fisheries monitoring will be supported with the installation of a dedicated viewing window and video equipment room and a fish trapping and holding area built into the fish ladder.

Education Opportunities

The project includes construction of a viewing platform on the upper levee road above the Mirabel Dam and a viewing gallery integrated into the side of the fish ladder that will enhance educational opportunities related to Russian River fisheries for the approximate 3,000 schoolchildren per year that visit the site as part of the Water Agency's water education program.

Supporting Components

Supporting components consist of items such as replacement of the buoy warning line upstream of the Mirabel Dam to improve the public safety for river users upstream of the dam and modification of the existing access road to the Project site to provide improved access for increased operational and maintenance needs of the new facility. The design for the new access road also includes a parking area and ramp that would be compliant with Americans with Disabilities Act Standards.

Ground Stabilization (formerly planned for 2018)

The Water Agency completed a Natural Hazard Reliability Assessment in 2008, which identified liquefaction induced lateral spread hazard near the river diversion structure caisson located adjacent to the inflatable dam

and fish screens/ladder. The reliability assessment identified a ground stabilization project to reduce this hazard that was originally scheduled to begin in 2018. On a parallel track to this Project, the Water Agency is in the process of studying and identifying seismic improvements for other Wohler and Mirabel facilities with the same general identified risk. Although there was a general understanding of the liquefaction potential of the general area, a more detailed understanding of this vulnerability has evolved due to the Water Agency's more detailed studies of its nearby collector wells and the associated pipeline crossing of the Russian River. Given the integral nature and close proximity of the river diversion structure to the fish screen and fish ladder facilities, the Water Agency's General Manager and Chief Engineer have determined that the liquefaction induced lateral spread vulnerabilities must be reduced prior to construction of the integrated facilities. This will provide not only the safety and protection that is necessary to design, build, and operate the new facilities, but will also be more cost-effective over the long-term by improving the reliability for a substantial component of its water supply while accomplishing it in a more efficient manner. These ground improvements will mechanically densify the deep and loose sand layer prone to liquefaction so that the risk of lateral spread in a 7.0 magnitude earthquake is reduced to acceptable levels for the diversion structure and integrated facilities.

ORIGINAL AGREEMENT AND PROPOSED AMENDED AGREEMENT

On June 21, 2011, the Board approved the Agreement for Engineering and Design Services for Mirabel Fish Screen and Fish Ladder Replacement Project in the amount of \$509,494. The competitive selection process for the agreement is described below.

The Project is being funded in part through the California Department of Fish and Game Fisheries Restoration Grant Program (Grant). A copy of the Grant is included in Exhibit A of the agreement and requires the Water Agency and HDR to comply with certain funding-related obligations.

Selection Process

Water Agency sent a Request for Qualifications to eight firms. The firms that responded included: Carollo Engineers; HDR Engineering, Inc. (HDR); Winzler & Kelly Consulting Engineers, in a joint venture with Prunuske Chatham, Inc.; and CSW Stuber-Stroeh Engineering, in a joint venture with Black & Veatch.

A list of qualified consultants was created from the responses. HDR was selected from the list of qualified consultants because of its demonstrated experience with this type of work and the strength of the proposed project manager, who has a proven track record with this type of project.

HDR is a full service engineering consulting firm with expertise in infrastructure improvements and its Fisheries Design Center has proven and respected experience in all facets of fisheries facility development, including initial planning, siting, conceptual design, permitting, final design, construction management, and operations for both new and existing fish screening and fish passage facilities.

Services to be Performed

Work under the Original Agreement includes designing the Project, providing drafting services, preparing specifications, conducting hydraulic modeling and sediment transport analysis, and assisting the Water Agency during bidding and construction. Additional services to be provided with this First Amended Agreement are described follows:

1. Ground Stabilization: As previously described, the Water Agency's Natural Hazard Reliability Assessment identified liquefaction induced lateral spread hazard at several Wohler and Mirabel facilities including the river diversion structure caisson. The Water Agency intends to address these vulnerabilities through ground improvements of the levee above the integrated facilities and

around the river diversion structure. The ground improvements will be constructed under a separate construction contract, commencing in the late summer/fall of 2013 and will need to precede the construction contract for the integrated facilities, commencing spring or summer 2014. Although the geotechnical data obtained as part of the initial design activities for this Project corroborated the findings of the nearby projects, the number of sample locations was not sufficient (nor was it intended) as a basis for the ground stabilization work. Therefore, additional geotechnical sampling and testing is necessary to characterize the condition of the soil prior to improvement over a larger area that will also cover the nearby river diversion structure facility in addition to the integrated facilities. The Consultant will also prepare plans outlining the extent of the improvements and specifications setting the performance criteria that a contractor must meet in order to ensure a stable condition. In addition, the Consultant will provide construction phase services for the construction of the ground improvements. The design and construction of the ground improvements, above, must be complete to support the more complex geotechnical and structural design effort associated with the integrated facilities. [Additional budget is \$224,233.]

2. **Increased Structural and Foundation Design:** As previously described, during the design process for the integrated facilities, new information became available from Consultant's subsurface explorations regarding slope stability, material strength, lateral capacity, and vertical capacity. Based on these newly identified site complexities, additional structural and geotechnical design is necessary to reinforce the Project from seismic failure. The site requires significant concrete foundations within the river channel, which are prone to liquefaction and lateral spread failure. To protect the foundation of the integrated facilities from differential settlement, their foundations must be sunk deep on a grid of pipe piles. To keep the walls from moving laterally and caving in, the vertical walls require long tie-backs into soil material that will not be prone to liquefaction. The structural engineer would also have to base its foundation and structural wall support design on the geotechnical recommendations. [Additional budget is \$76,196.]
3. **Viewing Gallery:** The Original Agreement between the Water Agency and HDR included the design of a 300 square foot viewing gallery adjacent to the fish ladder. However, part way through the design the Water Agency requested a larger viewing gallery to better accommodate facility tours and an architectural master plan to provide an enhanced viewing experience. The increased gallery size impacts the structural complexity and impact on the embankment. The public access provided through facility tours requires additional focus on site circulation including access ramps, additional grading detail and more retaining walls. Since the ramps and the walls will be under water during the winter, gallery dewatering and fish trap and release measures must be considered in the design. This First Amended Agreement includes architectural site master planning, compliance with the Americans with Disabilities Act, and increased size and complexity of the viewing gallery, which will facilitate and enhance tours with the public. [Additional budget is \$100,650.]
4. **Additional Support Activities:** Two additional new tasks have been added due to the increased complexity of the Project. These additional services include (1) a task to design an upstream cofferdam spanning the river under Wohler Bridge with a temporary fish ladder and (2) a value engineering assessment. Originally, the existing Mirabel Dam was thought to be capable of remaining inflated during construction, which would provide the necessary backwater to collectors 1, 2, and 6. However, investigation and further design revealed that the inflatable dam will need to be down during construction and, in order for the Water Agency to maintain its ability to draw water from the aquifer, a cofferdam spanning the width of the river with associated temporary

fish ladder would need to be designed and installed. The cofferdam will provide backwater to collector wells 1, 2, and 6 during construction (to maintain adequate pumping capacity) and the temporary fish ladder will allow fish access both upstream and downstream of this cofferdam. The Water Agency was originally intending perform this task (design and procurement of the upstream cofferdam and temporary fish ladder) with its own staff; however, as the complexity of the Project has increased, it is prudent to have the Consultant assume these activities to better integrate them into the overall Project design and improve the coordination of the temporary facilities with the construction of the integrated facilities. In addition, given the increasing complexity of this Project, the Water Agency has requested that the Consultant include a value engineering task to evaluate the potential for reducing the capital cost while providing a comparable level of service. [Additional budget is \$48,866.]

The First Amended Agreement increases the total cost by \$449,945, expands on funding requirements, and extends the term by one year, to March 31, 2016.

FUTURE CONSTRUCTION SUPPORT SERVICES

In fall 2013, the construction work associated with the liquefaction mitigation ground improvements is scheduled to be underway and the design of the integrated facilities is anticipated to be complete in the winter 2013/14. At that stage, the Water Agency and Consultant will have a clearer understanding of the extent of construction support services that will be required of the Consultant during the 2014/15 construction of the integrated facilities. Once the design of these facilities is complete, staff anticipates returning to the Board in fall 2013 with an additional amendment requesting authorization for these additional construction support services.

Prior Board Actions:

- 01/29/13 Resolution Determining that the Mirabel Fish Ladder and Fish Screen Replacement Project (Project) Will Not Have a Significant Adverse Effect on the Environment; Approving the Initial Study and Mitigated Negative Declaration Of Environmental Impact for the Project; Adopting a Mitigation Monitoring Plan for Project; and Authorizing the Filing of a Notice of Determination.
- 06/21/11 Authorize Chair to execute the Agreement for Engineering and Design Services for Mirabel Fish Screen and Fish Ladder Replacement Project between the Sonoma County Water Agency and HDR Engineering, Inc. (\$509,494).
- 04/26/11 Resolution No. 11-0212 authorizing General Manager to execute a Grant Agreement for \$255,132 with the State of California for the Mirabel Fish Ladder Design.
- 04/14/09 Board Action authorizing the General Manager/Chief Engineer to execute an Agreement for the Mirabel Fish Screen Reconfiguration Feasibility and Alternatives Study between the Sonoma County Water Agency and Prunuske Chatham (\$73,381).

Strategic Plan Alignment Goal 3: Invest in the Future

The subject item meets Goal 3 by providing infrastructure upgrades to meet regulatory requirements.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 449,945	Water Agency Gen Fund	\$ -0-
Add Appropriations Req'd.	\$ -0-	State/Federal	\$ -0-
	\$	Water Transmission Fund - Fees/Other	\$ 449,945
	\$	Use of Fund Balance	\$ -0-
	\$	Contingencies	\$ -0-
	\$		\$
Total Expenditure	\$ 449,945	Total Sources	\$ 449,945

Narrative Explanation of Fiscal Impacts (If Required):

Fiscal Year 2012/2013 appropriation of \$449,945 is from the Water Transmission fund. No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

None.

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

Draft First Amended Agreement (1 Copy)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 16, 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):

Second

Title: Consideration of Grant of Easement to City of Rohnert Park and AT&T

Recommended Actions:

Authorize the Chair to execute an Easement Agreement conveying property rights to the City of Rohnert Park and to AT&T in connection with the City of Rohnert Park's Wilfred Avenue Widening Project for the amount of \$18,000.

This item will be returned to the Board on April 23, 2013 for final adoption.

Executive Summary:

This item involves the granting of an easement by the Sonoma County Water Agency (Water Agency) to allow the City of Rohnert Park (City) to construct improvements over a portion of the Water Agency's Bellevue Wilfred Flood Control Channel and to modify/alter existing Water Agency improvements in connection with the City's Wilfred Avenue Widening Project. The Water Agency owns certain real property (APN 134-264-004, 134-267-004, and 134-267-006) within which the Water Agency maintains the Bellevue-Wilfred Flood Control Channel (Water Agency Property).

The City has requested that the Water Agency grant an easement to the City of Rohnert Park and an easement to AT&T for improvements related to the City's Wilfred Avenue Widening Project (Project). The Project will result in the widening and improvement of a portion of Wilfred Avenue between Redwood Drive and Stony Point Road. The Water Agency Property is located approximately 2,300 feet east of Stony Point Road on Wilfred Avenue. The Project includes the construction of a pedestrian/bicycle bridge over Bellevue-Wilfred Channel, reconfiguration of existing storm drain (culvert) discharge facilities in the flood control channel, the relocation of overhead communication lines, reconfiguration of the Water Agency's existing maintenance access roads, gates and fencing within the Water Agency Property.

The Water Agency currently uses the Water Agency Property for flood control maintenance purposes. The requested easements will allow the City and AT&T to construct and maintain their proposed improvements on the Water Agency Property.

The proposed easements will encumber approximately 18,337 square feet of the Water Agency Property. Water Agency staff has determined that the easements would not interfere with the Water Agency's use of the property in any respect that have not been mitigated to the greatest degree possible during review of the Project by Water Agency staff.

The City filed a Notice of Exemption for the Wilfred Avenue Widening Project based upon Government Code Section 12012.56(b)(1)(C), which applies to the execution of Joint Exercise of Powers Agreement between the City of Rohnert Park, the County of Sonoma and the Federated Indians of Graton Rancheria, which includes the Wilfred Avenue Widening Project. The Water Agency has prepared a Notice of Exemption based upon the statutory exemption provided by Government Code Section 12012.56(b)(1)(C). The easement also has met all the requirements of Government Code Section 65402, for General Plan consistency.

Water Agency staff appraised the value of the easements to the City and AT&T as nominal or transactional. Nominal or transactional value is defined as the cost of doing business in the granting of the rights required. Water Agency staff has estimated the cost to the Water Agency to execute the Grants of Easement at \$18,000. The City has agreed to pay, and deposit with the Water Agency funds in that amount, for reimbursement for the cost of Water Agency's staff time to review plans, environmental documents, legal descriptions/plats and other similar documents for the Project (and for Water Agency's Legal Counsel Review of same), for the preparation of agreements and agenda items for the Project, for the coordination with City's consultant for the Project, as well as any other similar staff cost necessary to facilitate approval of this Agreement by the Water Agency's Board.

The Water Agency's enabling legislation (Water Agency Act) requires that the Board consider the proposed grant of easement to the City and AT&T at two separate meetings. Further, the Water Agency Act authorizes the Board upon a finding that the granting of the easements proposed by the City "will not adversely affect the Water Agency in any respect" and to convey easements to another public agency "with or without consideration." "The consideration for any such release or conveyance, the adequacy thereof, or whether such release or conveyance shall be made to a public agency without consideration, shall be determined by a four-fifths vote of the board at a meeting of the Board after the Board has considered such release or conveyance as a scheduled agenda item at not less than two of its regularly scheduled meetings."

Water Agency staff in consultation with County Counsel have reached agreement on the appropriate form of the conveyance instruments (Easement Agreements) with the City and AT&T. The easement agreement with the City contains an indemnity provision requiring the City to indemnify and defend the Water Agency if any claims are brought against the Water Agency under California Environmental Quality Act as a result of the grant of easement.

The Water Agency's enabling legislation requires that the Board consider the proposed grant of easement to the City and AT&T at two meetings. Final action on this item is proposed for the Board's meeting of April 23, 2013.

Prior Board Actions:			
None			
Strategic Plan Alignment Goal 3: Invest in the Future			
Granting of the Easement will allow the City to improve and upgrade Wilfred Avenue, which will provide better access to the City of Rohnert Park and County of Sonoma.			
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	\$ 18,000	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 18,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 18,000	Total Sources	\$ 18,000
Narrative Explanation of Fiscal Impacts (If Required):			
The City of Rohnert Park has agreed to reimburse the Water Agency the Water Agency's cost to process the Easement Agreements.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
NA			
Attachments:			
NA			
Related Items "On File" with the Clerk of the Board:			
1. City of Rohnert Park Easement Agreement; 2. AT&T Easement Agreement; 3. Notice of Exemption.			



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 Directors, Sonoma County Water Agency

Board Agenda Date: April 16, 2013

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Kevin Campbell 547-1921

Supervisory District(s):

Fourth

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

Recommended Actions:

Delegate Authority to the Chair to execute an Easement Agreement in the amount of \$6,750 conveying property rights to the State of California, for Highway 101 Novato Narrows Widening Project.

Executive Summary:

Executive Summary:

This item involves the adoption 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's 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's 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 completed environmental documentation in accordance with the California Environmental Quality Act for the Project. Caltrans prepared an Environmental Impact Report for the Highway 101 Marin-Sonoma Narrows B3 Widening Project. Caltrans also filed a Notice of Determination for the

Project on September 12, 2007. 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 the California Environmental Quality Act, the State California Environmental Quality Act Guidelines and the Water Agency's Procedures for the Implementation of the California Environmental Quality Act. With the incorporation of the mitigation measures established by Caltrans, 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. This topic was previously considered at the April 9, 2013 Board meeting.

Prior Board Actions:

04/09/2013 Consideration to Delegate Authority to execute Easement Agreement.

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

Agenda Item Number: 6

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Tim Anderson / 521-6208

Supervisorial District(s):

All Districts

Title: Subconsultants for North Coast Integrated Regional Water Management Plan

Recommended Actions:

Approve the sub consultant agreement, as required per original agreement with West Coast Watershed, for West Coast Watershed to enter into an agreement with Red Deer Consulting in the amount of \$120,000 to work on tribal outreach and participation tasks in support of the North Coast Integrated Regional Water Management Plan.

Executive Summary:

The Sonoma County Water Agency (Water Agency) retained the services of West Coast Watershed, a California corporation (Consultant) to perform planning and facilitate implementation of the North Coast Integrated Regional Water Management Plan (Management Plan) under an agreement approved in 2006 and subsequently amended. The agreement as amended allows a total gross expenditure of \$2,115,440 over a nine year period with a total of \$846,000 in costs reimbursed to the Water Agency from the State of California under agreements with the plan's fiscal administrator, the County of Humboldt. Net cost to the Water Agency for this work is \$1,269,440 over a nine year period (\$141,049 per year on average). No request for proposals was conducted for this work.

The Board approved a related agreement with the County of Humboldt in June of 2012 that allows Humboldt County to reimburse \$649,000 of the Water Agency's costs for this work from funds received from the California Department of Water Resources. Included in the agreement between the Water Agency and Humboldt County are work tasks in the amount of \$145,000 to perform tribal outreach in the North Coast region to enhance engagement of tribes, to identify tribal projects, provide technical assistance to tribes and include key tribal issues and information in the next edition of the Management Plan. The required work tasks will be performed by the Consultant using sub-consultants with specialized knowledge and skill in the area of tribal coordination. The Water Agency's agreement with the Consultant requires that use of sub-consultants at costs exceeding \$25,000 must be approved by the Water Agency Board of Directors.

As required under its agreement with the Water Agency, the Contractor conducted a Request for Proposals process that was advertised via the Management Plan's website as well as via e-mail to over fifty potential interested parties. Nine proposals were received. Proposals were reviewed and scored by a Tribal Ad Hoc Committee consisting of 11 tribal representatives from the Management Plan's Policy Review Panel and

Technical Project Review Panel. Four groups were interviewed. The Tribal Ad Hoc Committee selected Red Deer Consulting located in Arcata, CA. Red Deer Consulting is a Native American owned firm with substantial experience in Tribal outreach and work with public agencies.

The Water Agency is requesting Board authorization for the Consultant to enter into an agreement with Red Deer Consulting in the amount of \$120,000 to perform the above work tasks in support of the Management Plan and to meet the terms of the Department of Water Resources Planning Grant awarded to the North Coast. A subconsultant is needed to perform this work because it requires specialized knowledge of tribal governance and cultural practices that the consultant does not possess. The contract between the Consultant and Red Deer Consulting will include all indemnity, insurance, and other requirements included in the agreement between the Water Agency and the Consultant.

Prior Board Actions:

06/19/2012: Approval of Integrated Regional Water Management Planning Agreement with Humboldt County
 02/09/2010: Approval of the third amended agreement with West Coast Watershed

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship; and Goal 3: Invest in the Future

The North Coast Integrated Regional Water Management program supports Goals 2 and 3 by enabling the region to tap state funding for water resource management and environmental stewardship. This reduces future costs for the Water Agency and accelerates projects that protect water quality and fisheries.

Water Agency Organizational Goals and Strategies, Goal 2: Responsibly manage Water Agency finances; and 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	\$ -0-	Water Agency Gen Fund	\$ -0-
Add Appropriations Req'd.	\$ -0-	State/Federal	\$ -0-
	\$	Fees/Other	\$ -0-
	\$	Use of Fund Balance	\$ -0-
	\$	Contingencies	\$ -0-
	\$		\$
Total Expenditure	\$ -0-	Total Sources	\$ -0-

Narrative Explanation of Fiscal Impacts (If Required):

No additional funding is required under this Board Action. Funds for this work were appropriated by the Board of Directors in June of 2012 from funds available in the Agency's Russian River Projects Fund, Water Transmission Fund and Flood Control Zone 1 fund.

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:			
None.			

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Subconsultants for NC IRWMP_summ.docm

CF/40-0-21 West Coast Watershed (Agree for Consulting Services for North Coast IRWMP
Development – Step 2 Implementation, Grant Proposal, and Phase II) TW# 05/06-102 (ID 898)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Randy Osborn (707) 565-3294

Supervisorial District(s):

Countywide

Title: 2012-13 Property Tax Administration Charge

Recommended Actions:

Approve Resolution Authorizing Property Tax Administration Charge for 2012-13

Executive Summary:

During 1990-1991, the State Legislature gave Counties the authority, under SB2557, to collect Property Tax Administration Costs from local taxing agencies as reimbursement for processing their property taxes. This authorization was codified in Section 97 of the Revenue and Taxation Code (now Section 95 of the Revenue and Taxation Code).

The purpose of this action is for the county auditor to report the charges for Property Tax Administration Costs in 2012-2013 to the legislative body and any other jurisdiction or person that requests the information.

In accordance with the code, jurisdictions will be charged in 2012-2013 based on their share of actual costs for 2011-2012. A worksheet is attached (Attachment 1) that summarizes the actual Property Tax Administration Costs for 2012-2013. Also attached is a worksheet (Attachment 2) that shows the actual costs distributed to each taxing jurisdiction in 2012-2013 with a comparison to 2011-2012 charges. Costs are allocated based on each jurisdiction's proportionate share of annual property taxes.

Beginning in 2012-13, pursuant to the recent ruling by the California Supreme Court (City of Alhambra v. County of Los Angeles) Diverted Revenue paid to cities will be exempted from the annual property tax administration fee calculations when determining the proportionate share of property taxes allocated to cities. Settlement agreements have been reached with cities for repayment of recalculated amounts owed from prior years.

The 2012-2013 Property Tax Administration charge of \$10,468,465 decreased by \$689,656 or 6.2% compared to the 2011-2012 charge, and is equivalent to 1.6% of the total property tax levy. The decrease is attributable to a \$566,786 or 4.4% decrease in property tax administration costs combined with a \$122,870 or 6.8% increase in other revenue sources that provide reimbursement of property tax administration costs.

As with past years, in accordance with Revenue and Taxation 95.3, the county auditor will not charge county school districts, community college districts, Educational Revenue Augmentation Fund (ERAF), and county offices of education for their proportionate amounts of property tax administrative costs. During 1991-92, the State Legislature deleted schools from the list of agencies to be charged annually. Effective 1992-93, Revenue and Taxation 95.3 was amended authorizing counties to charge ERAF for the proportional share of costs for 1992-93 only. Attachment 2 includes school amounts for your information only. All other agencies (special districts, cities and redevelopment successor agencies) will be charged.

The net cost of \$10,468,465 is paid by property tax administration charges totaling \$2,470,631 from districts, cities and redevelopment successor agencies with the County General Fund paying \$7,997,834. If schools were not exempted from these charges by State action, schools would pay \$6,055,452 and the County General Fund cost would be \$1,942,382.

Prior Board Actions:

October 23, 1990: First established a charge for Property Tax Administration. Each year thereafter annual approval of Property Tax Administration Charges.

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):

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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 authorizing Property Tax Administrative Charge for 2012-13, Attachment #1 - Property Tax Administration Cost Summary and Attachment #2 - Property Tax Administration Costs per taxing jurisdiction.
Related Items "On File" with the Clerk of the Board:
County Property Tax Administrative Costs (SB 2557) Guidelines from the California Property Tax Manual.



County of Sonoma
State of California

Date: April 16, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Approving Property Tax Administration Costs To Be Charged During 2012-2013.**

Whereas, California Revenue and Taxation code Section 95.3 authorizes counties to establish and reduce property tax revenues for charges from jurisdictions and redevelopment successor agencies for reimbursement of County expenses incurred with respect to the assessment, collection and allocation of property taxes, and

Whereas, in Resolution No. 90-1989, the Sonoma County Board of Supervisors directed that property tax administration costs to be collected from all jurisdictions and redevelopment successor agencies pursuant to Revenue and Taxation Code Section 97 (now Section 95.2), the amount of such costs to be set annually; and

Whereas, the Auditor submitted documents, on file with the Clerk of the Board, the amounts to be charged to each jurisdiction and redevelopment successor agency pursuant to state law (Attachment 2), and the proposed method of calculating the allocation of property tax administrative costs to each jurisdiction and redevelopment successor agency receiving a share of property taxes (on file with Clerk).

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma the foregoing recitals are true and correct, and that the Board hereby finds and determines as follows:

1. A Property Tax Administration Costs for the assessment, collection and allocation of property taxes shall be charged to each jurisdiction and redevelopment successor agency receiving a share of property taxes collected by the County of Sonoma to the extent authorized by law.

2. In the event a court in the proper exercise of its jurisdiction finally determines that calculations directed by this resolution are unlawful as applied to any entity, the County Auditor is directed to recalculate the property tax administrative costs retrospectively to comply with the requirements of any such judicial decision, and is further directed to comply with the remaining provisions of this resolution, to the extent permitted by law.

Resolution #

Date:

Page 2

3. The provisions of this resolution shall be deemed to be severable, and if any part of this resolution, or any state law authorizing it, should be declared unconstitutional on its face or as applied, the remaining portions of this resolution would still have been adopted.

4. Any claim or challenge with respect to the amount or calculation of the charge must be filed with the Board of Supervisors within 120 days of adoption of this resolution. At the claimant's request, the Board or its designee shall hold a hearing at which evidence shall be taken, and the decision of the Board or its designee shall be final.

Be It Further Resolved the Board hereby approves the SB2557 Property Tax Administration Costs to be charged during 2012-2013 based on 2011-2012 actual costs prepared and submitted by the Auditor and attached hereto as Attachments 1 & 2. The Auditor is hereby authorized to deduct and collect these amounts.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ATTACHMENT 1

ACTUAL 2011-2012 COSTS OF TAX ADMINISTRATION
FOR CALCULATING 2012-2013 SB 2557 CHARGES

DEPARTMENTAL COSTS

Assessor	\$	9,203,047
Auditor-Controller-Treasurer-Tax Collector		3,005,270
Property Characteristics		14,274
Assessment Appeals		188,130
Total Cost	\$	<u>12,410,721</u>

OFFSETTING REVENUE

Supplemental Tax Admin	\$	371,314
Delinquency Fees		231,528
Redemption Fees		30,610
Flat Charge Fees		488,699
Assessment/Tax Collector Fees		91,549
Assessors Fees		3,958
Sale of Property (Real & Tax Def.)		8,165
Treasury Admin Fee		102,050
Redevelopment Dissolution Admin Fee		96,805
Unsecured Collection Fees		320,927
Sale of Maps & Prop. Char. Data		73,700
Assessment Appeals Filing Fees.....		69,683
Other		53,268
Less Total Revenue	\$	<u>1,942,256</u>

NET COST \$ 10,468,465

ATTACHMENT 2

ACTUAL 2012-2013 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2012-13 ACTUAL PROPERTY TAX ADMIN FEE	2011-12 ACTUAL PROPERTY TAX ADMIN FEE
COUNTY SHARE	1,942,381.84	2,881,082.65
AGENCIES CHARGED	2,470,631.02	3,257,033.19
AGENCIES NOT CHARGED	6,055,452.14	5,020,005.16
TOTAL	10,468,465.00	11,158,121.00

FUND TITLE

COUNTY LIBRARY	212,687.80	225,929.63
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SPECIAL DISTRICTS UNDER BOARD OF SUPERVISORS

GENERAL #1 SOCO WATER AGENCY	77,676.01	82,514.30
SPRING LAKE PARK SCWA	25,061.51	26,623.28
ZONE 1A LAGUNA-MARK WEST	77,791.16	83,317.69
ZONE 2A PETALUMA BASIN	20,225.07	21,914.55
ZONE 3A VALLEY OF THE MOON	12,782.00	13,445.54
ZONE 5A LOWER RUSSIAN RIVER	2,669.46	2,789.53
ZONE 8A SO COASTAL WATER SHED	2,187.91	2,309.73
TOTAL WATER AGENCY	218,393.12	232,914.62

BELMONT LIGHTING	94.22	111.58
BLUEBIRD MEADOWS LIGHTING	10.47	11.16
CARMET LIGHTING	157.03	167.37
CINNABAR LIGHTING	209.37	223.16
COUNTRYSIDE MANOR LIGHTING	31.41	33.47
FORESTVILLE LIGHTING	230.31	245.48
GEYSERVILLE LIGHTING	219.84	234.32
GRATON LIGHTING	272.18	278.95
GUERNEVILLE LIGHTING	1,999.48	2,131.20
JENNER LIGHTING	198.90	200.85
MADRONE ACRES LIGHTING	219.84	256.64
MONTE RIO LIGHTING	711.86	758.75
PACIFIC VIEW LIGHTING	10.47	11.16
PENNGROVE LIGHTING	408.27	446.32
RIO NIDO LIGHTING	397.80	424.01
SOUTH PARK LIGHTING	73.28	78.11
STARR VIEW LIGHTING	10.47	11.16
SUMMER HOME PARK LIGHTING	104.68	111.58
VALLEY OF THE MOON LIGHTING	4,700.34	5,043.47
WEST SIDE LIGHTING	31.41	33.47
WOODSIDE CLUB ESTATES LIGHTING	31.41	33.47
TOTAL LIGHTING DISTRICTS	10,123.04	10,845.68

BITTNER LANE PERMANENT RD	20.94	33.47
MILL CREEK LANE PERMANENT RD	177.96	189.69
MIRABEL HEIGHTS PERMANENT RD	20.94	22.32
MONTE ROSA DIV #1 PERMANENT RD	20.94	33.47

ATTACHMENT 2

ACTUAL 2012-2013 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2012-13 ACTUAL PROPERTY TAX ADMIN FEE	2011-12 ACTUAL PROPERTY TAX ADMIN FEE
PEAKS PIKE PERMANENT ROAD	73.28	66.95
TOTAL PERMANENT RD DISTRICTS	314.06	345.90
NO SO CO AIR POLLUTION	1,622.61	1,696.03
CSA #41, ZONE 3 ROSELAND	533.89	569.06
CSA #41, ZONE35 SO VLY REC & PK	1,695.89	1,829.93
CSA #40 FIRE SERVICES	48,165.41	49,865.64
TOTAL COUNTY SERVICE AREAS	50,395.19	52,264.63
TOTAL SPECIAL DISTRICTS UNDER BOARD OF SUPERVISORS	280,848.02	298,066.86
<u>SPECIAL DISTRICTS UNDER LOCAL BOARDS</u>		
GREEN VALLEY CEMETERY	146.56	145.06
SHILOH CEMETERY	5,359.85	5,724.12
TOTAL CEMETERY DISTRICTS	5,506.41	5,869.18
CLOVERDALE FIRE	7,087.15	7,554.05
BENNETT VALLEY FIRE	8,060.72	8,390.91
BODEGA BAY FIRE	3,643.03	3,916.50
FORESTVILLE FIRE	14,812.88	15,688.32
GLEN ELLEN FIRE	12,195.76	12,843.00
GRATON FIRE	9,568.18	9,897.25
RUSSIAN RIVER FIRE	7,621.04	8,056.16
KENWOOD FIRE	10,311.44	10,678.32
MONTE RIO FIRE	3,925.67	4,128.50
RINCON VALLEY FIRE	59,984.30	63,590.13
ROSELAND FIRE	6,898.72	7,375.52
SHELL-VISTA FIRE	10,615.02	11,180.44
VALLEY OF THE MOON FIRE	48,071.19	50,724.82
WINDSOR FIRE	14,341.80	15,320.10
GOLD RIDGE FIRE	18,979.33	19,872.61
RANCO ADOBE FIRE	34,975.14	38,294.67
TIMBER COVE FIRE	1,884.32	1,963.83
GEYSERVILLE FIRE	11,871.24	12,173.51
OCCIDENTAL CSD ZNII - FIRE	3,151.01	3,269.33
TOTAL FIRE DISTRICTS	287,997.94	304,917.97
CLOVERDALE HOSPITAL	450.14	457.48
MARIN-SONOMA MOSQ. ABATEMENT	28,872.03	30,762.94
BAY AREA AIR QUALITY MANAGEMENT	16,655.33	17,797.20
CAMP MEEKER RECREATION & PARK	879.35	914.97
DEL RIO WOODS RECREATION & PARK	994.50	1,037.71
MONTE RIO RECREATION & PARK	1,423.71	1,495.19

ATTACHMENT 2

ACTUAL 2012-2013 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2012-13 ACTUAL PROPERTY TAX ADMIN FEE	2011-12 ACTUAL PROPERTY TAX ADMIN FEE
RUSSIAN RIVER RECREATION & PARK	2,627.58	2,789.53
TOTAL RECREATION & PARK DISTRICTS	5,925.14	6,237.40
GOLD RIDGE RES. CONSERVATION	324.52	345.90
SOUTHERN SO CO RES. CONSERV.	858.41	914.97
SOTOYOME-SANTA ROSA RES. CONS.	596.70	624.85
TOTAL RES. CONSERVATION DISTRICTS	1,779.63	1,885.72
OCCIDENTAL COMMUNITY SVC, ZONE 1	334.99	345.90
CAZADERO COMMUNITY SERVICE	3,454.59	3,592.91
TOTAL COMMUNITY SERVICE DISTRICTS	3,789.58	3,938.81
FORESTVILLE COUNTY WATER	1,957.60	2,097.73
SONOMA MOUNTAIN WATER	83.75	89.26
TOTAL COUNTY WATER DISTRICTS	2,041.35	2,186.99
BODEGA BAY PUBLIC UTILITY	5,108.61	5,512.11
TOTAL SPECIAL DISTRICTS UNDER LOCAL BOARDS	358,126.16	379,565.80
TOTAL ALL SPECIAL DISTRICTS	638,974.18	677,632.66
<u>CITIES</u>		
PETALUMA	104,370.60	215,965.43
SEBASTOPOL	16,456.43	32,380.87
SONOMA	22,727.04	46,272.73
SONOMA ANNEX	1,685.42	1,762.98
SANTA ROSA	309,395.48	621,975.98
CLOVERDALE	15,817.85	27,917.62
HEALDSBURG	11,148.92	41,753.69
ROHNERT PARK	42,324.00	118,465.77
COTATI	6,595.13	21,702.55
TOWN OF WINDSOR	56,990.32	103,391.15
TOTAL CITIES	587,511.19	1,231,588.77
<u>COUNTY AS REDEVELOPMENT SUCCESSOR AGENCY</u>		
ROSELAND	20,539.13	21,312.01
THE SPRINGS	30,463.23	32,313.92
RUSSIAN RIVER	50,929.08	56,694.41
TOTAL COUNTY AS REDEVELOPMENT SUCCESSOR AGENCY	101,931.44	110,320.34
<u>CITIES AS REDEVELOPMENT SUCCESSOR AGENCIES</u>		
PETALUMA CENTRAL BUSINESS DIST	26,391.00	26,924.55
PETALUMA COMMUNITY DEVELOPMENT	164,333.96	184,678.06
PETALUMA CBD-Amended Area	13,933.53	14,193.13
TOTAL PETALUMA	204,658.49	225,795.74

ATTACHMENT 2

ACTUAL 2012-2013 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2012-13 ACTUAL PROPERTY TAX ADMIN FEE	2011-12 ACTUAL PROPERTY TAX ADMIN FEE
SANTA ROSA GATEWAY	26,820.21	28,765.64
SANTA ROSA CENTER PROJECT	6,396.23	6,772.98
SANTA ROSA CENTER PROJECT PHASE II	19,063.07	20,140.41
SANTA ROSA CENTER PROJECT PHASE III	5,673.91	5,902.65
SOUTHWEST SANTA ROSA	56,205.19	63,433.92
SANTA ROSA GRACE BROS	4,658.47	5,210.84
TOTAL SANTA ROSA	118,817.08	130,226.44
SEBASTOPOL	41,088.73	43,817.94
SONOMA AMENDED	33,007.07	36,263.89
SONOMA COMMUNITY DEVELOPMENT	84,679.41	89,398.87
TOTAL SONOMA	117,686.48	125,662.76
CLOVERDALE	39,047.37	42,579.39
HEALDSBURG SOTOYOME COMMUNITY DEV	145,051.05	151,326.44
ROHNERT PARK	162,187.93	180,449.13
COTATI	52,939.03	59,193.83
TOWN OF WINDSOR	48,050.25	52,510.12
TOTAL CITIES AS REDEVELOPMENT SUCCESSOR AGENCIES	929,526.41	1,011,561.79
TOTAL ALL REDEVELOPMENT SUCCESSOR AGENCIES	1,031,457.85	1,121,882.13
TOTAL AGENCIES TO BE CHARGED	2,470,631.02	3,257,033.19
AGENCIES NOT CHARGED:		
<u>SONOMA COUNTY SCHOOLS</u>		
ERAF AUGMENTATION TRUST	1,365,799.69	33,228.88
<u>SCHOOLS GENERAL:</u>		
<u>ELEMENTARY SCHOOL DISTRICTS</u>		
ALEXANDER VALLEY UNION	15,294.43	15,677.16
BELLEVUE UNION	52,499.35	56,214.61
BENNETT VALLEY UNION	26,254.91	27,917.62
CINNABAR	5,045.80	5,400.53
DUNHAM	334.99	357.06
FORESTVILLE UNION	20,717.09	21,970.34
FORT ROSS	3,182.41	3,291.65
GRAVENSTEIN UNION	16,917.04	17,897.63
GUERNEVILLE	7,956.03	8,390.91
HARMONY UNION	17,974.35	18,667.54

ATTACHMENT 2

ACTUAL 2012-2013 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2012-13 ACTUAL PROPERTY TAX ADMIN FEE	2011-12 ACTUAL PROPERTY TAX ADMIN FEE
HORICON	14,634.91	15,331.26
KENWOOD	19,000.26	19,894.93
LIBERTY	4,941.12	5,266.63
MARK WEST UNION	59,869.15	64,237.30
MONTE RIO UNION	6,228.74	6,549.82
MONTGOMERY	4,480.50	4,641.78
OAK GROVE UNION	20,748.50	21,479.38
OLD ADOBE UNION	80,921.23	88,617.80
PETALUMA CITY	79,078.78	84,466.98
PINER-OLIVET UNION	35,236.85	37,881.82
RINCON VALLEY UNION	101,313.80	107,620.08
ROSELAND	9,578.65	10,310.10
SANTA ROSA CITY	172,614.52	183,986.26
SEBASTOPOL UNION	33,582.84	35,281.98
TWIN HILLS UNION	19,607.43	20,296.62
WAUGH	13,137.92	14,215.45
WEST SIDE UNION	10,887.20	10,734.11
WILMAR UNION	8,772.57	9,261.24
WRIGHT	29,950.28	32,961.09
TOTAL ELEMENTARY SCHOOL DISTRICTS	890,761.65	948,819.68
<u>HIGH SCHOOL DISTRICTS</u>		
WEST SON. CTY. UNION HIGH (ANALY)	117,613.20	123,040.60
HEALDSBURG UNION HIGH	170,468.48	176,398.73
PETALUMA CITY JT HIGH	251,463.00	271,097.71
SANTA ROSA CITY HIGH	720,094.30	769,285.49
TOTAL HIGH SCHOOL DISTRICTS	1,259,638.98	1,339,822.53
<u>UNIFIED SCHOOL DISTRICTS</u>		
CLOVERDALE UNIFIED	18,843.24	19,426.29
COTATI-ROHNERT PARK UNIFIED	179,534.17	197,945.07
GEYSERVILLE UNIFIED	11,462.97	11,972.66
SONOMA VALLEY UNIFIED	433,404.92	456,846.95
WINDSOR UNIFIED	183,072.52	195,401.01
TOTAL UNIFIED SCHOOL DISTRICTS	826,317.82	881,591.98
SO CO JT JUNIOR COLLEGE	601,769.24	639,070.22
TOTAL SCHOOLS GENERAL	3,578,487.69	3,809,304.41
SCHOOL SERVICE ADMIN	210,531.30	223,731.48
TOTAL SCHOOL SERVICE	210,531.30	223,731.48
<u>AREA WIDE UNIFICATION FUNDS (AWUF)</u>		
WEST SON. CTY UHSD AWUF (ANALY)	109,981.69	115,051.39
HEALDSBURG HI,ELEM-AWUF	67,029.58	69,381.20

ATTACHMENT 2

ACTUAL 2012-2013 SB2557
PROPERTY TAX ADMINISTRATION
FEE SCHEDULE

	2012-13 ACTUAL PROPERTY TAX ADMIN FEE	2011-12 ACTUAL PROPERTY TAX ADMIN FEE
PETALUMA HI,ELEM-AWUF	157,812.11	170,127.87
SANTA ROSA HI,ELEM-AWUF	320,000.04	341,862.51
POINT ARENA HI,ELEM-AWUF	16,937.98	17,752.57
TOTAL HI, ELEM-AWUF	671,761.40	714,175.54
CLOVERDALE UNIF-AWUF	58,895.58	60,733.65
GEYSERVILLE UNIF-AWUF	44,449.10	46,417.78
TOTAL UNIFIED AWUF	103,344.68	107,151.43
SCHOOLS EQUALIZATION AID	34,242.35	36,386.63
TOTAL SONOMA COUNTY SCHOOLS	4,598,367.42	4,890,749.49
<u>INTER-COUNTY SCHOOLS:</u>		
<u>MARIN COUNTY SCHOOLS</u>		
LAGUNA JOINT	31.41	22.32
UNION JOINT	20.94	22.32
SHORELINE JT UNIFIED	41,203.88	43,951.84
MARIN CO SCHOOL SERVICE	2,146.04	2,287.41
TOTAL MARIN COUNTY SCHOOLS	43,402.27	46,283.89
<u>MENDOCINO COUNTY SCHOOLS</u>		
POINT ARENA HI	25,794.30	27,036.13
MENDOCINO CO SCHOOL SERVICE	1,538.86	1,606.77
TOTAL MENDOCINO COUNTY SCHOOLS	27,333.16	28,642.90
<u>NAPA COUNTY SCHOOLS</u>		
CALISTOGA JT UNIF	16,582.05	17,027.29
NAPA JT JUNIOR COLLEGE	2,889.30	2,968.06
NAPA CO SCHOOL SERVICE	1,078.25	1,104.65
TOTAL NAPA COUNTY SCHOOLS	20,549.60	21,100.00
TOTAL INTER-COUNTY SCHOOLS	91,285.03	96,026.79
TOTAL ALL SCHOOLS	4,689,652.45	4,986,776.28
TOTAL AGENCIES NOT CHARGED	6,055,452.14	5,020,005.16
COUNTY GENERAL	1,942,381.84	2,881,082.65
TOTAL ADMINISTRATION FEES	10,468,465.00	11,158,121.00



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Randy Osborn (707) 565-3294

Supervisorial District(s):

Title: 2012-13 Property Tax Impound

Recommended Actions:

Approve Resolution authorizing the Auditor-Controller Treasurer-Tax Collector to impound \$2,225,586 of 2012-13 property taxes derived from the assessment of business and geothermal impounds

Executive Summary:

In accordance with California Government Code Section 26906.1, the County Auditor, with the approval of the Board of Supervisors, may impound the disputed revenues of any tax upon secured or unsecured property, levied and collected by the County for the County or any revenue district, whenever a claim or action is filed for the return of the revenues, or the Auditor reasonably anticipates that the tax may be refunded in whole or in part. The County Auditor shall continue to impound such revenues until the final disposition of the claim or action, or a refund of the tax is no longer anticipated.

Property taxes related to business and geothermal assessment appeals are proportionally impounded from all Prop 13 taxing agencies. Impounded funds are trued-up annually to insure balances pertain to outstanding appeals.

After reviewing the appeals with the County Assessor and taking into consideration settlements of business and geothermal appeals, we recommend impounding a total of \$2,225,586 in the current fiscal year, including \$2,052,501 for business appeals and \$173,085 for geothermal appeals. These amounts are based on the County Assessor's projected outcomes for current appeals that are expected to generate a large decrease in value. A property tax impound was not needed for 2011-12.

Prior Board Actions:

FY 10-11: Resolution #11-0164 - \$2,168,000 Impounded

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):			
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 authorizing the Impound of \$2,225,586 of 2012-13 property taxes, Attachment A – 2012-13 Property Tax Impound			
Related Items “On File” with the Clerk of the Board:			
History of Board Action of Property Tax Impounds			



County of Sonoma
State of California

Date: April 16, 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 Auditor-Controller-Treasurer-Tax Collector To Impound \$2,225,586 Of 2012-13 Property Taxes Derived From The Assessment Of Business And Geothermal Appeals In Accordance With Section 26906.1 Of The Government Code, State Of California.

Whereas, assessment appeals have been filed on certain business and geothermal properties located in Sonoma County, and

Whereas, these assessment appeals could have a financial impact on the various taxing entities if sustained and upheld by a court, and

Whereas, the Auditor-Controller Treasurer-Tax Collector is recommending that a portion of these business and geothermal property taxes amounting to \$2,225,586 be impounded out of the second secured property tax installment, due on April 10, 2013.

Now, Therefore, Be It Resolved by the Board of Supervisor, County of Sonoma that the Auditor-Controller Treasurer-Tax Collector be and is hereby authorized and directed to impound property taxes in the amounts listed on Attachment "A", in accordance with Section 26906.1 of the Government Code, State of California.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ATTACHMENT A

2012-13 PROPERTY TAX IMPOUND	BUSINESS APPEAL IMPOUND	GEOHERMAL APPEAL IMPOUND	TOTAL IMPOUND
FUND NAME	2,052,501.00	173,085.00	2,225,586.00
COUNTY GENERAL	437,709.15	36,911.52	474,620.67
COUNTY LIBRARY	46,170.56	3,893.51	50,064.07
EDUC REV AUGM TR (ERAF)	270,485.99	22,809.77	293,295.76
GREEN VALLEY CEMETERY	28.69	2.42	31.11
SHILOH CEMETERY	1,144.50	96.51	1,241.01
CLOVERDALE FIRE	1,749.82	147.56	1,897.38
BENNETT VALLEY FIRE	1,586.09	133.75	1,719.84
BODEGA BAY FIRE	717.96	60.55	778.51
FORESTVILLE FIRE	2,912.83	245.64	3,158.47
GLEN ELLEN FIRE	2,404.65	202.78	2,607.43
GRATON FIRE	1,884.42	158.91	2,043.33
RUSSIAN RIVER FIRE PROTECTION DIS'	2,391.06	201.64	2,592.70
KENWOOD FIRE	2,029.45	171.14	2,200.59
MONTE RIO FIRE	1,095.11	92.35	1,187.46
RINCON VALLEY FIRE	11,784.62	993.78	12,778.40
ROSELAND FIRE	1,980.01	166.97	2,146.98
SHELL-VISTA FIRE	2,102.95	177.34	2,280.29
VALLEY OF THE MOON FIRE	10,282.78	867.14	11,149.92
WINDSOR FIRE	3,146.01	265.30	3,411.31
GOLD RIDGE FIRE	3,740.38	315.42	4,055.80
RANCHO ADOBE FIRE	8,089.42	682.17	8,771.59
TIMBER COVE FIRE	362.74	30.59	393.33
GEYSERVILLE FIRE	2,281.91	192.43	2,474.34
GENERAL #1 WATER	17,019.52	1,435.24	18,454.76
SPRING LAKE PARK WATER	5,490.85	463.04	5,953.89
ZN 1A LAGUNA-MARK WEST WATER	16,776.57	1,414.75	18,191.32
ZN 2A PETALUMA BASIN WATER	4,671.08	393.91	5,064.99
ZONE 3A VALLEY OF MOON WATER	2,828.90	238.56	3,067.46
ZN 5A LOWER RUSSIAN RIVER WATER	569.65	48.04	617.69
ZONE 8A SOUTH COASTAL WATER	430.29	36.29	466.58
CLOVERDALE HEALTH CARE DISTRICT	93.74	7.90	101.64
BELMONT TERRACE LIGHTING	19.42	1.64	21.06
WIND TAX COLL-BLUEBIRD (LGT)	6.44	0.54	6.98
CARMET LIGHTING	30.50	2.57	33.07
CINNABAR LIGHTING	41.42	3.49	44.91
COUNTRYSIDE MANOR LIGHTING	7.16	0.60	7.76
FORESTVILLE LIGHTING	44.46	3.75	48.21
GEYSERVILLE LIGHTING	41.48	3.50	44.98
GRATON LIGHTING	53.14	4.48	57.62
GUERNEVILLE LIGHTING	678.50	57.22	735.72
JENNER LIGHTING	38.63	3.26	41.89
MADRONE ACRES LIGHTING	43.39	3.66	47.05
MONTE RIO LIGHTING	245.23	20.68	265.91
PACIFIC VIEW LIGHTING	1.52	0.13	1.65
PENNGROVE LIGHTING	79.70	6.72	86.42
RIO NIDO LIGHTING	166.07	14.00	180.07
SOUTH PARK LIGHTING	13.71	1.16	14.87
WIND TAX COLL-STARR VIEW (LGT)	11.08	0.93	12.01
SUMMER HOME PK MAINT L & I	20.81	1.76	22.57
VALLEY OF THE MOON LIGHTING	1,046.71	88.27	1,134.98

ATTACHMENT A

2012-13 PROPERTY TAX IMPOUND	BUSINESS APPEAL IMPOUND	GEOHERMAL APPEAL IMPOUND	TOTAL IMPOUND
FUND NAME	2,052,501.00	173,085.00	2,225,586.00
WEST SIDE LIGHTING	6.86	0.58	7.44
WOODSIDE CLUB ESTATES LIGHTING	5.93	0.50	6.43
MARIN-SONOMA MOSQUITO ABATEMEN	6,338.74	534.54	6,873.28
BITTNER LAND-LAND PERM RDS	4.82	0.41	5.23
MILL CREEK LAND-LAND PRM RDS	35.26	2.97	38.23
MIRABEL HEIGHTS-LAND PERM RDS	3.86	0.33	4.19
MONTE ROSA DIV #1-LND PERM RDS	5.36	0.45	5.81
PEAKS PIKE - LAND PERM RDS	13.53	1.14	14.67
BAY AREA QUALITY MGMT	3,625.25	305.71	3,930.96
N S C AIR POLL CNTRL	367.71	31.01	398.72
CAMP MEEKER REC&PARK	173.15	14.60	187.75
DEL RIO WOODS REC&PARK	195.21	16.46	211.67
MONTE RIO REC&PARK	490.49	41.36	531.85
RUSSIAN RIVER REC&PARK	892.16	75.23	967.39
GOLD RIDGE - LAND RES CONS	70.73	5.96	76.69
SOUTHERN SO CO RCD-PET	194.00	16.36	210.36
SOTOYOME RESOURCE CONSERV DIST	128.53	10.84	139.37
CAZADERO COMM SVC	676.65	57.06	733.71
OCCIDENTAL COMM SVC ZN1	62.25	5.25	67.50
OCCIDENTAL CSD ZN2 FIRE	603.87	50.92	654.79
FORESTVILLE WATER	381.13	32.14	413.27
SONOMA MOUNTAIN WATER	16.73	1.41	18.14
BODEGA BAY PUB UTILITY	1,005.62	84.80	1,090.42
CSA #41-LGT-ROSELAND (#3)	188.60	15.90	204.50
CSA #41-PK-SONOMA VALLEY (#35)	395.13	33.32	428.45
CSA #40 FIRE SERVICES	9,278.21	782.42	10,060.63
ALEXANDER VALLEY UN ELEM	3,002.36	253.19	3,255.55
BELLEVUE UN ELEM	10,954.32	923.77	11,878.09
BENNETT VALLEY UN ELEM	5,174.23	436.34	5,610.57
CINNABAR ELEM	1,347.24	113.61	1,460.85
DUNHAM ELEM	65.84	5.55	71.39
FORESTVILLE UN ELEM	4,075.12	343.65	4,418.77
FORT ROSS ELEM	622.61	52.50	675.11
GRAVENSTEIN UN ELEM	3,330.35	280.84	3,611.19
GUERNEVILLE ELEM	2,348.31	198.03	2,546.34
HARMONY UN ELEM	3,540.89	298.60	3,839.49
HORICON ELEM	2,883.95	243.20	3,127.15
KENWOOD ELEM	3,730.89	314.62	4,045.51
LIBERTY ELEM	970.30	81.82	1,052.12
MARK WEST SPRINGS ELEM	11,790.49	994.28	12,784.77
MONTE RIO UN ELEM	1,619.32	136.56	1,755.88
MONTGOMERY ELEM	878.31	74.07	952.38
OAK GROVE UN ELEM	4,088.05	344.74	4,432.79
OLD ADOBE UN ELEM	16,473.29	1,389.17	17,862.46
PETALUMA CITY ELEM	20,211.22	1,704.39	21,915.61
PINER-OLIVET ELEM	6,947.63	585.89	7,533.52
RINCON VALLEY UN ELEM	19,944.38	1,681.89	21,626.27
ROSELAND ELEM	3,051.04	257.29	3,308.33
SANTA ROSA CITY ELEM	35,798.33	3,018.83	38,817.16
WINDSOR UNIF SDGF '93	40,200.35	3,390.05	43,590.40

ATTACHMENT A

2012-13 PROPERTY TAX IMPOUND	BUSINESS APPEAL IMPOUND	GEOHERMAL APPEAL IMPOUND	TOTAL IMPOUND
FUND NAME	2,052,501.00	173,085.00	2,225,586.00
SEBASTOPOL UN ELEM	7,776.99	655.82	8,432.81
TWIN HILLS UN ELEM	3,866.38	326.05	4,192.43
WAUGH ELEM	2,751.79	232.06	2,983.85
WEST SIDE UN ELEM	2,148.33	181.17	2,329.50
WILMAR UN ELEM	1,724.00	145.38	1,869.38
WRIGHT ELEM	6,333.92	534.13	6,868.05
WEST SON CTY UN HSD (ANALY)	24,945.15	2,103.60	27,048.75
HEALDSBURG UN HIGH	42,598.61	3,592.29	46,190.90
PETALUMA CITY JT HIGH	56,574.38	4,770.85	61,345.23
SANTA ROSA CITY HIGH	146,776.30	12,377.47	159,153.77
CLOVERDALE UNIF	3,918.29	330.42	4,248.71
COTATI-ROHNERT PARK UNIF	48,883.33	4,122.27	53,005.60
GEYSERVILLE UNIF	2,105.48	177.55	2,283.03
SONOMA VALLEY UNIF	97,455.91	8,218.34	105,674.25
SONOMA COUNTY JC	129,745.44	10,941.28	140,686.72
SCHOOL SERVICE	45,904.49	3,871.07	49,775.56
W. SON CTY UHSD AWUF (ANALY)	23,325.38	1,967.00	25,292.38
HEALDSBURG HI ELEM AWUF	15,812.22	1,333.43	17,145.65
PETALUMA HI ELEM AWUF	35,504.02	2,994.01	38,498.03
SANTA ROSA HI ELEM AWUF	65,225.36	5,500.38	70,725.74
POINT ARENA HI ELEM AWUF	3,338.35	281.52	3,619.87
CLOVERDALE AWUF	12,248.42	1,032.90	13,281.32
GEYSERVILLE AWUF	8,162.10	688.30	8,850.40
SCHOOL EQUALIZATION AID	7,466.26	629.62	8,095.88
LAGUNA JT GENERAL	5.25	0.44	5.69
UNION JT GENERAL	4.70	0.40	5.10
MARIN CO SCHOOL SVC ADMIN	422.14	35.60	457.74
SHORELINE JT UNIF GEN	8,109.10	683.83	8,792.93
POINT ARENA HI GENERAL	5,084.13	428.74	5,512.87
MENDO CO SCHOOL SVC ADMIN	302.50	25.51	328.01
CALISTOGA JT UNIF GEN	3,268.07	275.59	3,543.66
NAPA JT JR COLL GEN	570.18	48.08	618.26
NAPA CO SCHOOL SVC ADMIN	212.76	17.94	230.70
CLOVERDALE CITY	4,937.87	416.40	5,354.27
COTATI CITY	2,837.60	239.29	3,076.89
HEALDSBURG CITY	7,097.53	598.53	7,696.06
PETALUMA CITY	26,918.47	2,270.00	29,188.47
ROHNERT PARK CITY	13,724.95	1,157.41	14,882.36
SANTA ROSA CITY	63,999.40	5,396.99	69,396.39
SEBASTOPOL CITY	4,770.67	402.30	5,172.97
SONOMA CITY	8,109.10	683.83	8,792.93
SONOMA CITY ANNEX AREA	331.70	27.97	359.67
TOWN OF WINDSOR	12,444.31	1,049.41	13,493.72
GRAND TOTALS	2,052,501.00	173,085.00	2,225,586.00



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 Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cathy Patton 565-2073

Supervisorial District(s):

Countywide

Title: Modification of Sonoma County Treasury Oversight Committee

Recommended Actions:

Approval of the resolution of the Board of Supervisors of the County of Sonoma redefining the Membership and Appointments of the Sonoma County Treasury Oversight Committee

Executive Summary:

In October 1996, the Board of Supervisors established the Sonoma County Treasury Oversight Committee in accordance with Section 27131 of the Government Code. Since that time, this Committee is no longer a requirement per Section 27131. In recognition of the Pool Participants interests being served, the County has chosen to continue with the Committee. The Committee has assisted the Treasurer's Office in reviewing and auditing the investment policies and practices of the County's Pooled Investment Fund.

The Committee consists of 6 members:

- 1) A representative appointed by the County Board of Supervisors (Public Member) – Don Dutil
- 2) The Sonoma County Auditor-Controller-Treasurer-Tax Collector – David Sundstrum
- 3) The Sonoma County Superintendent of Schools – Denise Calvert
- 4) A representative of the Sonoma County Retirement Board – vacant
- 5) The Sonoma County Administrator – Veronica Ferguson
- 6) A Representative of the school districts and community college districts – Joe Pandolfo

The Retirement Board no longer has money in the Pooled Investment Fund and the current structure has created problems forming a quorum and consistency of membership. Therefore, the Auditor-Controller-Treasurer-Tax Collector's Office is recommending a change to the Committee, which County Counsel has reviewed and confirmed, conforms to the statutory requirements. It is:

- a) Replace a Representative of the Sonoma County Retirement Board with a Representative of the Special Districts in the County.

The position will be filled by Grant Davis of the Water Agency. This is an administrative change and all parties have been notified.

Prior Board Actions:

The Board established the Committee on October 8, 1996 (Resolution 96-1362) and appointed members on November 5, 1995 (Resolution 96-1143). The Committee Membership was redefined and a member of the public was appointed on May 16, 2001 (Resolutions 01-0570 & 01-0571). The Committee membership was redefined again on August 11, 2009, amending the Chairperson of the Retirement Board to a representative; and the Assistant Superintendent of Business for the Santa Rosa City Schools to a representative of the School Districts and Community College Districts (Resolution 09-0747).

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
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 of the Board of Supervisors.
Related Items "On File" with the Clerk of the Board:



County of Sonoma

State of California

Date: April 16, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Redefining The Membership And Appointments Of The Sonoma County Treasury Oversight Committee

Whereas, in Resolution 96-1362 and 96-1443 the Board of Supervisors established and appointed members of the Sonoma County Treasury Oversight Committee; and

Whereas, the Sonoma County Auditor-Controller-Treasurer-Tax Collector, in accordance with Section 27131, is recommending modifications to the Oversight Committee Membership; and

Now, Therefore, Be It Resolved, that the Sonoma County Treasury Oversight Committee is hereby established as follows:

1. The Committee shall consist of the following six members:
 - a. A representative appointed by the County Board of Supervisors (Public Member)
 - b. The Sonoma County Auditor-Controller-Treasurer-Tax Collector
 - c. The Sonoma County Superintendent of Schools
 - d. A representative of the Special Districts in the County
 - e. The Sonoma County Administrator
 - f. A representative of the School Districts and Community College Districts
2. Each Public Officer appointed by the Board may exercise the power of delegation as authorized by Section 7 of the Government Code of California.
3. Members named to the Committee by virtue of their service as a Public Officer shall serve terms concurrent with the term or tenure of their office. The public member shall serve a term of four (4) years and shall be reimbursed for each meeting for expenses in the sum of \$100.00.
4. The Committee shall meet a minimum of at least once annually. A quorum of the Committee may conduct business, and action may be taken upon the approval of a majority of members present at a meeting.

Resolution #

Date:

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5. At its first meeting of each year, the Committee shall elect a Chair, who will, with the assistance of the Auditor-Controller-Treasurer-Tax Collector staff, schedule and conduct future meetings.

6. Members of the Sonoma County Treasury Oversight Committee shall operate under the provisions of and shall serve subject to the requirements of Government Code §§27130 through 27137, as those sections may from time to time be amended or replaced by the California Legislature.

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

To: Sonoma County Board of Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Teryl Phillips

Supervisorial District(s):

All

Title: The Crocker Company PSA Amendment #2

Recommended Actions:

Authorize the Chair to Execute Amendment #2 to the Agreement for Consulting Services with The Crocker Company, increasing the funding by \$40,000, for a total agreement cost not to exceed \$65,000.

Executive Summary:

General Services is requesting Board approval to increase the expenditure authority for the existing professional services agreement ("PSA") between the County and The Crocker Company. The Crocker Company has assisted the County on many projects over a 20 year span in the areas of property appraisal services, market surveys and contract negotiations. The PSA was originally executed with this consultant in July 2012 under the administrative authority of the Purchasing Agent. The initial agreement was established to secure the specialized expertise necessary to perform appraisals and to help facilitate a variety of leasing, property acquisition, disposition and other real estate transactions required to meet County program needs.

Subsequent to the PSA agreement being put in place, the Real Estate Division Manager retired, resulting in a significant impact to the Department's in-house capacity to meet the County's real estate services needs. To address this impact, the Department has taken two key actions: 1.) Securing temporary contracted services for the day-to-day oversight of the Division and its workload and 2.) Greater utilization of the services afforded through the PSA contract with the Crocker Company. These Consultants have been utilized to assist in negotiations for lease space, to perform appraisals and other studies, and to secure advantageous terms and conditions associated with real property agreements.

However, the Department's list of requested services has continued to grow both in volume and urgency. This has been driven by the growing and evolving needs within County department programs, to include Health Services and Human Services office space requests, Sheriff communications site development projects, and Tidelands property leases. Given the consultants' current involvement and effectiveness with projects that are in progress, and recognizing the value in retaining continuity and

expediency in processing service requests, staff recommends that the Board approve amendment #2 to the Agreement for Consulting Services with The Crocker Company. Concurrently the Department is in the process of assessing the Real Estate functions, processes and capabilities to determine the staff resources required to successfully provide the services required by the County. The type and level of use for external contracted real estate services is to be determined through this assessment, and will be assimilated with the Department's actions in regards to the County's Real Estate staffing needs. The Department anticipates the assessment to be completed in May 2013, and any subsequent hiring or contracting efforts will follow with the start of fiscal year 2013-2014.

The additional cost for services associated with this amendment will not exceed \$40,000, for a total cumulative contract value of \$65,000. Costs are included under the General Services Department budget. No term extension is requested, with the agreement to expire December 31, 2013.

Prior Board Actions:

No prior Board actions pertaining to The Crocker Company, Inc. PSA.

Strategic Plan Alignment Goal 3: Invest in the Future

Goal 3: Investing in the future.
 This PSA Amendment will assist the County in achieving timely negotiations for real estate transactions involving property acquisitions, dispositions, office space leases and subleases, appraisals, radio communication site leases and subleases, license agreements and other real estate services required for the delivery of a variety of critical public services.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 25,000	County General Fund	\$ 25,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 25,000	Total Sources	\$ 25,000

Narrative Explanation of Fiscal Impacts (If Required):

Fiscal impact includes \$25,000 for FY 12-13 and \$15,000 for FY 13-14, and funding is included in the General Services budget for FY 12-13 and 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):			
None.			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
5 Copies of Amendment #2 to the Agreement for Consulting Services with The Crocker Company			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of the County of Sonoma, Board of Directors of the Sonoma County Water Agency, Board of Commissioners of the Community Development Commission, Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and Board of Directors of the Northern California Air Pollution Control District

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number:

Spencer Keywood (707) 565-3568

Supervisory District(s):

N/A

Title: Miscellaneous Classification and Compensation Changes

Recommended Actions:

Approve Concurrent Resolution amending the Memorandum of Understanding between the County and SEIU Local 1021 to abolish the classifications of Senior Systems Support Technician and Systems Support Technician; and amend Salary Resolution No. 95-0926 to reflect the re-titling of the classification of Chief Deputy County Recorder to Chief Deputy County Clerk-Recorder and Right of Way Section Manager to Right of Way Manager, effective April 16, 2013.

Approve Resolution amending the Department Allocation Lists for the Information Systems Department to reflect the deletion of 2.0 Full-Time Equivalent Senior Systems Support Technician allocations and 1.0 Full-Time Equivalent Systems Support Technician allocation, and the addition 3.0 Full-Time Equivalent Information Technology Analyst I/II allocations; the Human Services Department to reflect the deletion of 1.0 Full-Time Equivalent Public Assistance Systems Specialist allocation, and the addition of 1.0 Full-Time Equivalent Public Assistance Systems Manager allocation; and the Department of Transportation and Public Works to reflect the deletion of 1.0 Full-Time Equivalent Supervising Right of Way Agent allocation, and the addition of 1.0 Full-Time Equivalent Right of Way Manager allocation, respectively, effective April 16, 2013.

Executive Summary:

Senior Systems Support Technician & Systems Support Technician: The Information Systems Department (ISD) requested Human Resources conduct a classification study of one Senior Systems Support Technician and two Systems Support Technicians. The positions' responsibilities had significantly changed due to budget cuts and a reduced need for mainframe support. After its evaluation, Human Resources concluded that the majority of the duties performed by the incumbents were encompassed in the typical duties of the Information Technology Analyst I classification.

Furthermore, Human Resources determined that the Senior Systems Support Technician and Systems Support Technicians classifications have become obsolete as the County has moved away from mainframe based technology.

Based on HR's recommendation, the Civil Service Commission approved the reclassification of the positions to Information Technology Analyst I at their February 21, 2013, meeting, the abolition of the Senior Systems Support Technician and Systems Support classifications, and the promotion of the incumbents to the Information Technology Analyst I classification in accordance with Civil Service Rule 3.3B.

Please note: The resolution reflects the deletion of 2.0 Senior Systems Support Technicians and 1.0 Systems Support Technician. The Information Systems Department substituted a 1.0 Senior Systems Support Technician allocation with a Systems Support Technician pending completion of the classification study.

Public Assistance Systems Specialist: Human Resources conducted a classification study of one Public Assistant Systems Specialist position assigned to the Information Integration Division of the Human Services Department (HSD), at the request of the incumbent. The results of the study demonstrated that the duties and the responsibilities of the position exceeded the scope and definition of the Public Assistant Systems Specialist classification such that they are most consistent with the classification of Public Assistance Systems Manager. Therefore, Human Resources concluded that the Public Assistant Systems Specialist should be reclassified to Public Assistance Systems Manager, and that the incumbent should be promoted pursuant to Civil Service Rule 3.3B. The Civil Service Commission approved the reclassification and promotion of the incumbent at their February 21, 2013, meeting.

Chief Deputy County Clerk-Recorder: The Clerk/Recorder/Assessor's Office requested Human Resources consolidate two division chiefs, the Chief Deputy Recorder and the Chief Deputy County Clerk, into a single Chief Deputy County Clerk-Recorder position, in order to maximize the Office's efficiencies. As the Chief Deputy Recorder position recently became vacant due to the incumbent's retirement, Human Resources determined it was most practical to update the current classification of Chief Deputy Recorder and incorporate the duties and functions performed by the Chief Deputy County Clerk.

On December 20, 2012, the Civil Service Commission approved the revised and re-titled job classification of Chief Deputy County Clerk-Recorder.

Supervising Right of Way Agent: At the request of the incumbent and SEIU, Human Resources conducted a classification study of one Supervising Right of Way Agent assigned to the Roads Division of the Transportation and Public Works Department (TPW). Based on the overall delegated authority assigned to the position, Human Resources determined the incumbent was responsible for activities most consistent with the job classification of Right of Way Section Manager. During the course of the study, Human Resources also identified the Right of Way Section Manager specification no longer accurately reflected the department's organization given the elimination of the of the Right of Way "Section" due to budget cuts. Therefore, Human Resources recommended that the classification be updated to reflect the current responsibilities and duties of the position, and re-titled from Right of Way Section Manager to Right of Way Manager. The Civil Service Commission approved the reclassification and promotion of the incumbent; and approved the revised and re-titled job classification of Right of

Way Manager, at their March 21, 2013, meeting.

Prior Board Actions:

Throughout the year, each year, the Human Resources Department submits several Miscellaneous Classification and Compensation Board Items. The items contained in these reports have received Civil Service Commission approval, and require Board approval in order to be fully adopted and implemented.

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

The net effect of the salary adjustments and reclassifications reflect an estimated total expenditure of \$30,353 for FY 2012-2013 and the respective departments have incorporated the applicable costs into their budgets. The impacts this fiscal year and ongoing fiscal impacts for each respective department are as follows:

Information Services/Reclassification of Senior Systems Support Technician and Systems Support Technicians: Estimated cost of \$25,427 for FY 2012-2013, and an estimated ongoing annual cost of \$57,194.

Human Services/Reclassification of Public Assistance Systems Specialist: Estimated cost of \$7,700 for FY 2012-2013, and an estimated ongoing annual cost of \$36,540.

Department of Transportation and Public Works/Reclassification of Supervising Right of Way Agent: Estimated cost of \$5,928 for FY 2012-2013, and an estimated ongoing annual cost of \$28,216.

County Clerk-Recorder-Assessor/Re-title of Chief Deputy County Recorder: There are no fiscal impacts associated with the proposed change.

Department of Transportation and Public Works/Re-title of Right of Way Section Manager: There are no fiscal impacts associated with the proposed change.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Senior Systems Support Technician	\$4,344.69 - \$5,282.15	0	1
Systems Support Technician	\$3,621.15 - \$4,402.08	0	2
Information Technology Analyst I	\$4,795.16 - \$5,830.02	3	0
Public Assistance Systems Specialist	\$5,609.14 - \$6,817.93	0	1
Public Assistant Systems Manager	\$7,322.31 - \$8,901.57	1	0
Supervising Right of Way Agent	\$6,144.83 - \$7,471.89	0	1
Right of Way Manager	\$7,282.31 - \$8,851.13	1	0
Narrative Explanation of Staffing Impacts (If Required):			
In accordance with Civil Service Rule 3.3B, the following will be adopted:			
Information Services/Reclassification of Senior Systems Support Technician and Systems Support Technicians: Effective April 16, 2013, one Senior Systems Support Technician and two Systems Support Technicians will be reclassified to Information Technology Analyst I.			
Human Services/Reclassification of Public Assistance Systems Specialist: Effective April 16, 2013, one Public Assistance Systems Specialist will be reclassified to Public Assistant Systems Manager.			
Department of Transportation and Public Works/Reclassification of Supervising Right of Way Agent: Effective April 6, 2013, one Supervising Right of Way Agent will be reclassified to Right of Way Manager.			
Attachments:			
<ol style="list-style-type: none"> 1. Concurrent Resolution with Attachment A. 2. Resolution Amending Position Allocation Tables for ISD, HSD, and TPW. 			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. Classification Study Report for Senior Systems Support Technician and Systems Support Technician. 2. Classification Study Report for Public Assistant Systems Specialist. 3. Classification Study Report for Chief Deputy County Clerk-Recorder. 4. Class Specification for Chief Deputy County Clerk-Recorder. 5. Classification Study Report for Supervising Right of Way Agent. 6. Class Specification for Right of Way Manager. 			



County of Sonoma
State of California

Date: April 16, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, 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 Amending Salary Resolution 95-0926, Salary Table For Administrative Management Bargaining Unit 0050, To Re-Title The Classification Of Chief Deputy County Recorder To Chief Deputy County Clerk-Recorder, And Re-Title the Classification Of Right Of Way Section Manager To Right Of Way Manager, Effective April 16, 2013.

Whereas, Human Resources conducted a study of the Chief Deputy Recorder classification and recommended re-titling the classification to Chief Deputy County Clerk-Recorder, and;

Whereas, Human Resources conducted a study of the Right of Way Section Manager classification and recommended re-titling the classification to Right of Way Manager, and;

Whereas, at the December 20, 2012, meeting, the Civil Service Commission approved the revised and re-titled job classification of Chief Deputy County Clerk-Recorder, and;

Whereas, at the March 21, 2013, meeting, the Civil Service Commission approved the revised and re-titled job classification of Right of Way Manager.

Now, Therefore, Be It Resolved the job classification of Chief Deputy County Recorder be re-titled to Chief Deputy County Clerk-Recorder, and the job classification of Right of Way Section Manager be re-titled to Right of Way Manager and that Salary Resolution 95-0926, Salary Table – Administrative Management, be amended to reflect the new titles, as set forth in Attachment A.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

**SALARY RESOLUTION 95-0926
ATTACHMENT A – SALARY TABLES
ADMINISTRATIVE MANAGEMENT – BARGAINING UNIT 0050**

Job Code	Job Title	A-Step 04/16/13
0217	Chief Deputy County Recorder	3978
0217	Chief Deputy County Clerk-Recorder	3978
1055	Right of Way Section Manager	4187
1055	Right of Way Manager	4187



County of Sonoma
State of California

Date: April 16, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending The Position Allocation Table For The Information Systems Department To Reflect The Deletion Of 2.0 Full-Time Equivalent Senior Systems Support Technician Allocations And 1.0 Full-Time Equivalent Systems Support Technician Allocations, And The Addition 3.0 Full-Time Equivalent Information Technology Analyst I/II Allocations; The Human Services Department To Reflect The Deletion Of 1.0 Full-Time Equivalent Public Assistance Systems Specialist Allocation And The Addition Of 1.0 Full-Time Equivalent Public Assistance Systems Manager Allocation; And The Department Of Transportation And Public Works To Reflect The Deletion Of 1.0 Full-Time Equivalent Supervising Right of Way Agent Allocation And The Addition Of 1.0 Full-Time Equivalent Right Of Way Manager Allocation, Respectively, Effective April 16, 2013.

Whereas, a classification study conducted by Human Resources concluded that the duties performed by one Senior Systems Support Technician and two Systems Support Technicians are most appropriately aligned with the job classification of Information Technology Analyst I, and;

Whereas, at the February 21, 2013 meeting, the Civil Service Commission reclassified the Senior Systems Support Technician and the Systems Support Technicians, abolished the Senior Systems Support Technician and the Systems Support Technician job classifications, and promoted the incumbents to Information Technology Analyst I in accordance with Civil Service Rule 3.3B; and;

Whereas, a classification study conducted by Human Resources concluded that the role and responsibilities performed by a Public Assistant Systems Technician exceed the scope and definition of the job classification are most appropriately aligned with the job classification of Public Assistance Systems Manager, and;

Whereas, at the February 21, 2013 meeting, the Civil Service Commission reclassified a Public Assistance Systems Specialist to Public Assistance System Manager, and promoted the incumbent in accordance with Civil Service Rule 3.3B; and;

Resolution #

Date:

Page 2

Whereas, at the March 21, 2013 meeting, the Civil Service Commission reclassified the Supervising Right of Way Agent to Right of Way Manager, and promoted the incumbent in accordance with Civil Service Rule 3.3B.

Whereas, a classification study conducted by Human Resources concluded that the overall delegated authority required of the Supervising Right of Way Agent is most appropriately aligned with the job classification of Right of Way Manager, and;

Now, Therefore, Be It Resolved that Allocation Tables of the Information Systems Department, Human Services Department, and Department of Transportation and Public Works are hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
Information Systems Department							
007138	0107	Systems Support Technician	1.00	(-1.00)	0.00	Ongoing	2089
007138	0109	Senior Systems Support Technician	2.00	(-2.00)	0.00	Ongoing	2498
007138	0152	Information Technology Analyst I/II	9.25	3.00	12.25	Ongoing	2757
Human Services Department							
159014	0176	Public Assistance Systems Specialist	5.00	(-1.00)	4.00	Ongoing	3225
159014	0175	Public Assistance Systems Manager	0.00	1.00	1.00	Ongoing	4210
Department of Transportation and Public Works							
035014	1056	Supervising Right of Way Agent	1.00	(-1.00)	0.00	Ongoing	3533
035014	1055	Right of Way Manager	0.00	1.00	1.00	Ongoing	4187

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 16, 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: Prevention Services Agreement

Recommended Actions:

Authorize the Director of Health Services to approve the first amendment to an agreement with Northern California Center for Well-Being, expanding the scope of work to include chronic disease prevention infrastructure, diabetes services, and increased funding for the Smoke Free Babies Program, increasing the contract amount by \$237,277, resulting in a new not to exceed amount of \$270,293, and extending the term to December 31, 2015.

Executive Summary:

The Department of Health Services entered into an agreement with Northern California Center for Well-Being on August 20, 2012 for \$33,016 to provide Smoke Free Babies Program tobacco cessation services. This item requests approval to amend that contract to add \$237,277, for a total of \$270,293, and extend the term by 1.5 years, through December 31, 2015, in order to expand the scope of work as described below. As detailed below, \$62,314 will be provided for a medical practice management system, \$67,846 for diabetes management, and \$140,133 for the Smoke Free Babies Program.

Background:

Chronic diseases are among the most common, costly, and preventable of all health problems in the United States. Of every dollar spent on healthcare, more than 75 cents goes toward treating chronic diseases (Centers for Disease Control and Prevention (CDC), 2011). There is an enormous medical impact related to both diabetes and tobacco use, as well as a significant fiscal impact. The proposed amended agreement with the Northern California Center for Well-Being (NCCWB) provides funding for a medical practice management system, targeted interventions focused on diabetes management and prevention for low-income Spanish speakers, and smoking cessation services and education for low-income pregnant women and new mothers.

Medical Practice Management System:

Chronic disease prevention is a primary focus of NCCWB. In order to efficiently deliver healthy lifestyle management services, NCCWB needs to upgrade existing technology. The proposed practice

management system will allow tracking of the following:

- Education and Prevention Class utilization; enrollment numbers (linked to demographic and geographic data)
- Medical group and referring clinician trends
- Patient outcomes linked to national care standards as well as pay for performance measures
- Electronic action plan/follow up communication abilities with the referring clinician
- Basic patient care coordination (referral management, linkages, and follow up)

Aggregate data from this practice management system will generate reports that can be used by the Department of Health Services for strategic planning, identification of place-based interventions and evaluation of success rates of local evidence-based chronic disease management models. Total funding of \$62,314 over the three year period will allow NCCWB to implement and utilize a practice management system with electronic health record compatibility to track chronic disease outcome measures, referral trends, and disease specific results.

Diabetes Management:

The Disease Management Association of America identifies diabetes as one of the chronic conditions with the greatest potential for management. NCCWB has the only type 2 diabetes education program in Sonoma County that is accredited by the American Diabetes Association. The multi-session group intervention program uses a multi-disciplinary approach to teach diabetes self-care tools that result in proper blood glucose management - directly linked to reducing healthcare costs and improved quality of life.

NCCWB has an existing contract with Medicare and Managed Care Medical (Partnership HealthPlan) for diabetes management and prevention. The Spanish version of the curriculum, *La Diabetes y Su Salud*, is not a covered benefit by either plan at this time, limiting care for low-income Spanish speakers diagnosed with diabetes. Total funding of \$67,846 over the three year period will allow NCCWB to deliver *La Diabetes y Su Salud* to approximately 84 diabetic patients and their families annually.

Smoke Free Babies Program:

The Smoke Free Babies (SFB) Program, established in 2006, provides educational presentations and one-on-one smoking cessation services to pregnant women and mothers of young children. Current funding of \$16,508 annually provided by First 5 has not been sufficient to cover the cost of services for the target population, and has also limited the population to pregnant women and mothers with children under the age of one.

Total funding of \$140,133 over the three year term will allow NCCWB to meet the needs of the current program population, as well as extend the eligible population to include mothers with children up to the age of five.

Prior Board Actions:

In June 2012, the Board authorized the Director of Health Services to execute contracts for mental health and substance use disorder services, for the period July 1, 2012 to June 30, 2015.

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

The proposed agreement will support the Sonoma County Board of Supervisors' goal of becoming "the healthiest county in California by the year 2020" by implementing community infrastructure

improvements and programs designed to improve systems and individual abilities to manage risk for chronic diseases.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 82,288	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 82,288
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 82,288	Total Sources	\$ 82,288

Narrative Explanation of Fiscal Impacts (If Required):

The funding sources for this agreement are Intergovernmental Transfer (IGT) - \$220,769, and First 5 Sonoma County - \$49,524. FY 12-13 funding of \$82,288 is included in the FY 12-13 budget. Additional funding of \$90,595 (FY 13-14), \$86,102 (FY 14-15), and \$11,308 (FY 15-16) will be included in future year budgets.

The following table includes a summary of the Department's total proposed funding of \$270,293 consisting of \$33,016 in current funding and \$237,277 in new funding.

	FY 12/13	FY 13/14	FY 14/15	FY 15/16	Program Totals
Practice Management System	24,269	21,269	16,776		62,314
Diabetes Management	11,308	22,615	22,615	11,308	67,846
Smoke Free Babies Program	46,711 ¹	46,711 ¹	46,711		140,133
Fiscal Year Total	82,288	90,595	86,102	11,308	270,293

¹ Includes existing funding of \$16,508. Total current funding in FY 12-13 and FY 13-14 equals \$33,016.

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:

Modification One to Agreement with the Northern California Center for Well-Being

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

None

**MODIFICATION NUMBER ONE OF AGREEMENT FOR SERVICES
BETWEEN COUNTY OF SONOMA AND
NORTHERN CALIFORNIA CENTER FOR WELL-BEING**

On August 20, 2012, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," and Northern California Center for Well-Being, a California non-profit corporation, hereinafter referred to as "Contractor," entered into a service agreement.

Pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Provision 1, Scope of Services, is hereby revised to read as follows:

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A1 - Scope of Work and Payment Rate Schedule, Smoke Free Babies," and "Exhibit A2 - Scope of Work and Budget, Practice Management System," and "Exhibit A3 - Scope of Work and Budget, Diabetes and Your Health" attached hereto and incorporated herein by this reference (hereinafter Exhibits A1, A2, and A3), and within the times or by the dates provided for in Exhibits A1, A2, and A3 and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A1, A2, or A3, 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 Contract Documents. This Agreement includes the following documents, which are hereby incorporated by reference as though fully set forth herein:

- Exhibit A1 - Scope of Work and Payment Rate Schedule, Smoke Free Babies
- Exhibit A2 - Scope of Work and Budget, Practice Management System
- Exhibit A3 - Scope of Work and Budget, Diabetes and Your Health
- Exhibit B - Insurance Provisions

2. Section 1.5, Assigned Personnel, is hereby added to the terms and conditions of this Agreement.

1.5 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.

3. Provision 2, Payment, is hereby revised to read as follows:

2. Payment.

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

2.1 Payment for Services. In full consideration of Contractor's satisfactory performance in providing services described in Exhibit A1, Contractor shall be paid in accordance with the terms set forth in Exhibit A1, attached hereto and incorporated by this reference. In full consideration of Contractor's satisfactory performance in providing services described in Exhibit A2, Contractor shall be paid in accordance with the terms set forth in Exhibit A2, attached hereto and incorporated by this reference. In full consideration of Contractor's satisfactory performance in providing services described in Exhibit A3, Contractor shall be paid in accordance with the terms set forth in Exhibit A3, attached hereto and incorporated by this reference. Any balance remaining at the end of fiscal years 12-13, 13-14, and 14-15 shall automatically be carried forward to the subsequent fiscal year.

2.2 Maximum Payment Obligations. In no event shall County be obligated to pay Contractor more than the total sum of \$270,293 under the terms and conditions of this Agreement as set forth in Exhibits A1, A2, and A3.

2.3 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.

2.4 Submission of Claims. Contractor shall submit to the County a satisfactory claim on or before the tenth (10th) day of the month following the date of service. County shall issue payment to Contractor after receipt of a properly completed and itemized County claim form. County agrees to pay Contractor on a monthly basis for provision of the services described in Article 1. On request by County, Contractor agrees to certify that each invoice submitted is accurate and that the services were provided in compliance with applicable laws. The certification will be in a form approved by the County.

2.5 Disallowance of Payment. In the event Contractor claims or receives payment from County for a service, reimbursement which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.6 Budget Line Amendments. The County is authorized to approve and execute a "Budget Revision Form" of program funds between the line items set forth in the program budgets, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Section 2.2 of this Agreement.

2.7 Reports. Contractor shall provide the following reports to County:

2.7.1 Itemized Reports. Contractor shall submit written narrative and itemized reports in a form satisfactory to County's Auditor and Department of Health Services Director showing all services rendered, including Contractor's progress toward meeting its goals and objectives as required under Section 1.1 of this agreement.

2.7.2 Mid-Year Reports. Contractor shall submit to County a mid-year report including a narrative of Contractor's progress toward meeting its goals and objectives as set forth in Exhibits A1, A2, and A3, and a line item budget showing line item expenditures through the first six months of the contract year. This mid-year report shall be due to County per the following schedule.

Report Period:	Due to County:
FY 12-13	January 31, 2013
FY 13-14	January 31, 2014
FY 14-15	January 31, 2015
FY 15-16	January 31, 2016

2.7.3 Year End Cost Report. A year-end cost report documenting actual contract expenditures funded by this contract is required. The actual cost of services reported in the Cost Report, up to and not in excess of the contractually agreed upon cost per unit (where applicable), will be used to determine final settlement. The final year-end cost report shall be satisfactory to the County and shall be submitted to the County per the following schedule.

Report Period:	Due to County:
FY 12-13	September 15, 2013
FY 13-14	September 15, 2014
FY 14-15	September 15, 2015
7/1/2015 – 12/31/2015	January 31, 2016

2.7.4 Final Year End Report. In addition, Contractor shall submit to the County a final year-end report including a narrative of Contractor’s activities and objectives as set forth in Exhibits A1, A2, and A3, and a description of problems and recommended solutions. This report shall be due to the County per the following schedule.

Report Period:	Due to County:
FY 12-13	September 15, 2013
FY 13-14	September 15, 2014
FY 14-15	September 15, 2015
7/1/2015 – 12/31/2015	January 31, 2016

4. Provision 3, Term of Agreement, is hereby revised to read as follows:

3. Term of Agreement. The term of this Agreement shall be from July 1, 2012 through December 31, 2015, unless terminated earlier in accordance with the provisions of Article 4 below.

5. Section 4.3, Delivery of Work Product and Final Payment Upon Termination, is hereby revised to read as follows:

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 9.28 (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.

6. Section 4.6, Obligations after Termination, is hereby revised to read as follows:

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 9.6, Records Maintenance; (3) Section 9.6.1, Right to Audit, Inspect and Copy Records; (4) Section 9.14, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

7. Section 9.28, Ownership and Disclosure of Work Product, is hereby added to the terms and conditions of this Agreement.

9.28 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.

8. Provision 12, Method and Place of Giving Notice, Submitting Bills and Making Payments, is hereby revised to read as follows:

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

To County:	For Smoke Free Babies: Sonoma County DHS/Behavioral Health Division Substance Use Disorder Services 1430 Neotomas Ave Santa Rosa, CA 95405-7575 For Practice Management System and Diabetes and Your Health: Peter Rumble, Division Director Healthy Policy, Planning and Evaluation Division Sonoma County Department of Health Services 490 Mendocino Ave, Suite 205 Santa Rosa, CA 95401 (707) 565-6611 Peter.Rumble@sonoma-county.org
To Contractor:	Northern California Center for Well Being Alena E. Wall, MA, CHES 365 Tesconi Circle, Suite B Santa Rosa, CA 95401 Phone: 707.575.6043 Fax: 707.575.1060 awall@nccwb.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.

9. Exhibit A is hereby deleted from this Agreement.

10. Exhibit A1 - Scope of Work and Payment Rate Schedule, Smoke Free Babies; Exhibit A2 - Scope of Work and Budget, Practice Management System;, and Exhibit A3 - Scope of Work and Budget, Diabetes and Your Health are hereby added to the terms and conditions of this Agreement.

Except as expressly amended herein, all terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives this _____ day of _____, 2013.

CONTRACTOR:

By: _____ Date: _____
Alena E. Wall, MA CHES, Executive Director
Northern California Center for Well-Being

COUNTY OF SONOMA:

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

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

By: _____ Date: _____
Division Director or Designee

Approved as to Form:

By: _____ Date: _____
Deputy County Counsel

Exhibit A1 – Scope of Work and Payment Rate Schedule
Smoke Free Babies

Scope of Work

Goal: Reduce tobacco use and/or secondhand smoke exposure in Sonoma County among a minimum of 130 women who are pregnant or postpartum (have a child age 5 or younger).

Objective 1: Collaborate with key stakeholders in Sonoma County to ensure optimal provision of services to the Smoke Free Babies (SFB) target population.

Activities	Staff Responsible	Deliverables	Time-frame
1) Attend quarterly Perinatal Alcohol and Other Drug Action Team (PAODAT) meetings with key stakeholders to coordinate SFB and Drug Free Babies (DFB) services.	SFB Coordinator Grants Manager (as needed)	Agendas and records of attendance (on file)	Ongoing.
2) Attend other meetings as needed to coordinate services or increase cessation access to the target population. Meetings may include <ul style="list-style-type: none"> a. Sonoma County Prevention Partnership b. Sonoma County Tobacco Coalition c. Sonoma County Advisory Board on Alcohol and Drug Problems 	SFB Coordinator Grants Manager (as needed)	Agendas and records of attendance (on file)	Ongoing.
3) Coordinate with staff from Sonoma County Department of Health Services to schedule and conduct outreach to Medical Providers.	SFB Coordinator	Plans for Outreach to Medical Providers	Ongoing.
4) Conduct 5-10 outreach presentations annually to medical providers regarding tobacco use during pregnancy, secondhand smoke risk reduction, successful interventions, and referring to the SFB program.	SFB Coordinator	List of Outreach to Medical Providers that has been conducted	Ongoing.

Exhibit A1 – Scope of Work and Payment Rate Schedule
Smoke Free Babies

Activities	Staff Responsible	Deliverables	Time-frame
5) Conduct 24 educational presentations to pregnant and parenting women at treatment programs and other sites serving pregnant and parenting women regarding tobacco use during pregnancy and secondhand smoke risk reduction. 5-10 women are expected to attend each presentation. Presentations will be conducted at: <ul style="list-style-type: none"> a. Women’s Recovery Services b. Drug Abuse Alternatives Center c. Casa Teresa d. Other sites as needed 	SFB Coordinator	List of educational presentations conducted Records of attendance (on file)	Ongoing.

Exhibit A1 – Scope of Work and Payment Rate Schedule
Smoke Free Babies

Objective 2: A minimum of 130 pregnant and postpartum women will benefit from the SFB program annually. This includes 60 women who adopt secondhand smoke risk reduction behaviors and 70 women who attend at least one cessation session.

Activities	Staff Responsible	Deliverables	Time-frame
1) A minimum of 120 women (5 per education session) will attend group educational presentations and will be offered the opportunity to receive individual SFB cessation counseling.	SFB Coordinator	Sign in sheets (on file)	Ongoing.
2) A minimum of 60 women who attend group education presentations will adopt one secondhand smoke risk reduction activity when contacted one month later.	SFB Coordinator	List of participating women (on file) Total number of women reporting risk reduction activities.	Ongoing.
3) A minimum of 110 women will be referred to participate in the SFB program each year by healthcare providers or by self-referral.	SFB Coordinator	List of participating women (on file) Total number of women referred.	Ongoing.
4) Each year at least 200 individual cessation sessions will be provided, as follows: <ul style="list-style-type: none"> • At least 70 women who are referred by providers or who attend group sessions will attend a first individual session. • At least 40 of these women will attend multiple sessions. <p>Ideally, women will receive 4-6 sessions in order to quit, although some women may choose to quit with fewer sessions.</p>	SFB Coordinator	List of participating women (on file) Total number of women who attend at least a first session, number of women who attend multiple sessions, and total number of sessions provided.	Ongoing.

Exhibit A1 – Scope of Work and Payment Rate Schedule
Smoke Free Babies

Activities	Staff Responsible	Deliverables	Time-frame
5) Each year, at least 20 women who participate in the SFB program will quit smoking (as measured by self-report to Center at end of intervention).	SFB Coordinator	List of participating women (on file) Total number of women who quit smoking.	Ongoing.
6) Each year, at least 20 women who participate in the SFB program will decrease their tobacco use by at least 50% (as measured by self-report to Center at end of intervention).	SFB Coordinator	List of participating women (on file) Total number of women who decrease tobacco use.	Ongoing.
7) Each year, at least 36 women who attend multiple sessions will report smoke free homes and cars 12 months after the intervention.	SFB Coordinator	List of participating women (on file) Total number of women who report smoke free environments.	Ongoing.
8) Submit regular progress reports to First 5 and DHS. Additional data upon request.	SFB Coordinator Grants Manager	Quarterly Progress Reports Mid-Year Progress Reports Annual Demographic Report to First 5 Other data on request	Within one month after the end of each quarter, i.e. January, April, July, and October. Annual reports due by July 31.

Exhibit A1 – Scope of Work and Payment Rate Schedule
Smoke Free Babies

Payment Rate Schedule

Activity Type	Activity Description	Amount	Expected number of services annually
Referral Follow Up	Process referral paperwork, 3-5 call attempts to reach client by cessation specialist, mail materials on program to potential client if address available, and schedule appointments. Update referring provider on disposition of each referral.	\$100 per referral	110 referrals
Outreach/Education to Medical Providers	Provide outreach and education to medical providers regarding tobacco use during pregnancy, secondhand smoke risk reduction, successful interventions, and referrals to the Smoke Free Babies project.	\$75 per session	5 outreach/education sessions
Treatment	One-on-one intervention sessions provided by American Lung Association certified cessation counselor to pregnant/post-partum (up to 5 years) women (or partner). Women who complete a 4-6 session series can repeat if not successful in first attempt.	\$100 per intervention session	300 sessions
Educational Presentations to Pregnant and Parenting Women	One hour educational presentations to pregnant and parenting women at treatment programs and other sites serving pregnant and parenting women regarding tobacco use during pregnancy and secondhand smoke risk reduction.	\$200 per presentation	24 presentations

Exhibit A1 – Scope of Work and Payment Rate Schedule
Smoke Free Babies

Annual Program Budget

Salary + Fringe	Amount	Justification
SFB Coordinator	30,420	.50 FTE. Calculation: 20 hours per week @ \$22.50/hour plus 30% fringe.
Supervision/Grant Management	3,899	2 hours per week for Grant Manager Calculation: 2 hours per week @ \$28.84/hour plus 30% fringe.
Total Salaries	34,319	
Non-Personnel Expenses		
Supplies	480	\$40 per month for paper, toner, labels, and other office supplies.
Communication	270	\$22.50 per month for phone expenses.
Postage	300	\$25 per month for postage costs.
Duplication	180	\$15 per month for duplication costs.
Coordinator office space and private counseling room overhead	2,400	\$200 per month for office space
Travel	339	600 miles per year to drive to counseling sessions, educational presentations, and outreach presentations. Calculation: 600 * \$0.565 = \$339
Total	3,969	
All expenses	38,288	
Indirect@22%	8,423	Includes agency expenses such as IT, reception, accounting, janitorial, Administration, liability insurance, workstation upgrades, etc
Total SFB Costs	46,711	

Total three year budget = \$140,133

Exhibit A2 - Scope of Work and Budget
Practice Management System

Scope of Work

Goal Area: Enhance capacity of NCCWB to track chronic disease outcomes for indigent population and communicate results to healthcare partners.

Objective 1: By July 31, 2013 implement a practice management system with electronic health record compatibility to track chronic disease outcome measures, referral trends, and disease specific reports.

Activities	Staff Responsible	Deliverables	Time-frame
1) Research practice management (PM) systems and electronic health record (EHR) vendors to identify best technology	Operations Manager IT consultant	List of vendors	January 1 2013 – April 30 2013
2) Participate in test sessions with top five prospective EHR/PM systems and select product based on compatibility with clinic and other healthcare partners, usability, and cost.	Operations Manager Executive Director IT consultant	List of test sessions completed	January 1 2013 – April 30 2013
3) Procure contract with selected EHR/PM vendor	Executive Director	Signed contract on file	April 12013- May 15 2013
4) Customize system to NCCWB (schedule or time slots, what the templates should look like, what the billing scales are, etc.)	Operations Manager IT Consultant	Customized product	May 15- May 31 2013
5) Data migration/ abstraction of old patient data	Operations Manager	Data migrated and accessible for reporting	May 15 – May 31 2013
6) Become site “Super User”/ expert in new system and develop a team training plan	Operations Manager	Training Plan on file	May 15 – May 31 2013
7) Participate in a site visit at a site that is already using the system to glean best practices, lessons learned, avoid pitfalls	Operations Manager	Notes from site visit on file	May 15 – May 31 2013
8) Provide 1 day training overview and then hands on, small group sessions with specific roles	Operations Manager IT consultant	# of staff members trained listed on attendance sheets Training outline/ hours trained	June 1 – June 15 2013
9) Train operations staff and providers in new technology (week long training)	Operations Manager	# of staff members trained listed on attendance sheets Training outline/ hours trained	June 1 – June 15 2013

Exhibit A2 - Scope of Work and Budget
Practice Management System

Activities	Staff Responsible	Deliverables	Time-frame
10) Ensure team is well versed in new system before “go live” date. The super user(s) will help with documenting existing workflows and developing new ways of doing things	Operations Manager	Small tests of change, documented notes	June 1 – June 15 2013
11) Host a half day "advanced session" at least 6-8 weeks out. Fine tune the workflows now that team is familiar with new system.	Operations Manager Patient Care Coordinator	Advanced session outline	October 1 – October 31 2013
12) Generate patient outcome reports for heart disease, diabetes, childhood obesity, smoking cessation and other chronic conditions	Operations Manager Patient Care Coordinator	Aggregate report data available upon request	October 2013 – December 2015; ongoing
13) Provide annual refresher training to chronic disease providers	Operations Manager	Training log on file	October 2014; October 2015

Exhibit A2 - Scope of Work and Budget
Practice Management System

Budget – FY 12-13 through FY 15-16

	FY 12-13			FY 13-14			FY 14-15			FY 15-16		
	Total Hours	Rate/ Hour	Budget	Total Hours	Rate/ Hour	Budget	Total Hours	Rate/ Hour	Budget	Total Hours	Rate/ Hour	Budget
Personnel												
Operations Manager	102.5	\$29.32	\$3,005	102.5	\$29.32	\$3,005						
Operations Manager (in kind)				102.5	\$29.32	in kind	205	\$29.32	in kind	102.5	\$29.32	in kind
Sub-Total Salaries			\$3,005			\$3,005						
Fringe Benefits (30% of Salaries)			\$902			\$902						
Total Personnel Costs			\$3,907			\$3,907						
Operating Expenses												
Rent												
Office Expense												
Communications												
Copying/Printing												
Health Education Materials												
Travel												
Annual maintenance fee and technical assistance from vendor			\$16,776			\$16,776			\$16,776			
Data migration			\$3,000									
Total Operating Expenses			\$19,776			\$16,776			\$16,776			
Indirect Costs (maximum = 15% of total personnel)			\$586			\$586						
Totals			\$24,269			\$21,269			\$16,776			

Total three year budget = \$62,314

Exhibit A3 - Scope of Work and Budget
Diabetes and Your Health

Scope of Work

Goal: Increase self-care; reduce diabetes-related complications; and improve blood glucose management for low income monolingual Spanish speaking patients with type 2 diabetes by increasing access to culturally appropriate diabetes self-management education classes.

Objective 1: Between 60 and 84 low income Spanish Speaking individuals diagnosed with type 2 diabetes will participate in the Diabetes y Su Salud (diabetes and your health) multi-session self-care series annually.

Activities	Staff Responsible	Deliverables	Time-frame
1. Diabetes program coordinator (RN, CDE or RD, CDE) to oversee program expansion	Executive Director/ Operations Manager/ Diabetes Coordinator	Scope of work on file	Within one month of contract date
2. Promote Diabetes y Su Salud classes in La Voz, Press Democrat, KRCB, Univision and other local medial venues	Program Coordinator/ Bilingual Program Assistant	Copies of promotional material	March 15, 2013- end of contract
3. Conduct monthly outreach to community clinics, medical providers, and Latino Service Provider networks	Bilingual Program Assistant	Outreach log; class flyers on file	Monthly
4. Provide 4-6 Diabetes y Su Salud multi-session classes each year in Spanish for low income patients with type 2 diabetes. Estimated class attendance ranges from 8-14 participants per series. Goal to serve 84 diabetic patients and their families annually.	Diabetes Educators	Aggregate class attendance on file	Annually

Exhibit A3 - Scope of Work and Budget
Diabetes and Your Health

Objective 2: Graduates of La Diabetes y Su Salud will increase control of blood glucose levels through the implementation of self care strategies learned in the program resulting in at least a 1% documented improvement in HgA1c 3-6 months after completion of program.

Activities	Staff Responsible	Deliverables	Time-frame
1. Assess pre and post diabetes self-care knowledge of each class participant during first and final class of each series	Diabetes Educators	Pre/post test on file 15% or above documented improvement in diabetes self-care knowledge	Ongoing/ every series
2. Ensure Diabetes y Su Salud class content meets ADA guidelines: diabetes disease process, blood glucose testing/ glucometer training, nutrition, physical activity and safety, warning signs for high and low blood sugar, stress management and sick day care	Diabetes Coordinator Diabetes Educators	Class curriculum on file	
3. Facilitate quarterly continuous quality improvement meetings to ensure regular program review linked to patient outcomes	Program Coordinator	CQI meeting minutes on file	Ongoing/ Quarterly
4. Provide bi-annual presentation to Program Advisory Committee made up of community stakeholders (referring physicians, etc)	Program Coordinator	PPT presentation on file Meeting minutes on file	Ongoing/ biannually
5. Track patient outcomes (HgA1c, lipids, knowledge, patient satisfaction, individualized action plan) and provide annual report	Program Coordinator	Patient outcome results on file Annual report	Annually

Exhibit A3 - Scope of Work and Budget
Diabetes and Your Health

Budget – FY 12-13 through FY 15-16

Personnel	FY 12-13			FY 13-14			FY 14-15			FY 15-16		
	Total Hours	Rate/ Hour	Budget	Total Hours	Rate/ Hour	Budget	Total Hours	Rate/ Hour	Budget	Total Hours	Rate/ Hour	Budget
Diabetes Program Coordinator/ RD, CDE	104	\$39.80	\$4,139	208	\$41.00	\$8,528	200	\$42.23	\$8,446	98	\$42.23	\$4,139
Bilingual Diabetes Nurse Educator	30	\$37.13	\$1,114	60	\$38.24	\$2,294	60	\$39.39	\$2,363	30	\$39.39	\$1,182
Bilingual Program Assistant/ Patient Care Coordinator	52	\$16.55	\$861	104	\$17.05	\$1,773	104	\$17.56	\$1,826	52	\$17.56	\$913
Sub-Total Salaries			\$6,114			\$12,596			\$12,636			\$6,233
Fringe Benefits (30% of Salaries)			\$1,834			\$3,779			\$3,791			\$1,870
Total Personnel Costs			\$7,948			\$16,374			\$16,426			\$8,103
Operating Expenses												
Rent												
Office Expense												
Communications			\$500			\$1,000			\$1,000			\$500
Copying/Printing			\$150			in kind			in kind			in kind
Health Education Materials			\$125			in kind			in kind			in kind
Travel			\$193			\$385			\$325			\$288
Consultant Services (Bilingual Clinical Health Educator)			\$1,200			\$2,400			\$2,400			\$1,200
Total Operating Expenses			\$2,168			\$3,785			\$3,725			\$1,989
Indirect Costs (maximum = 15% of total personnel)			\$1,192			\$2,456			\$2,464			\$1,216
Totals			\$11,308			\$22,615			\$22,615			\$11,308

*Total three year budget = \$67,846



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 16, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Sigrid Swedenborg 565-1914

Supervisorial District(s):

4

Title: Lot Line Adjustment, File LLA11-0043

Recommended Actions:

Consider and approve Resolution and Conditions of Approval for a Lot Line Adjustment between two parcels subject to a Williamson Act Contract located at 3194 and 3216 Alexander Valley Road, Healdsburg APNs 131-190-019 and -018

Executive Summary:

Proposal:

The proposed project is a request for a minor Lot Line Adjustment between two parcels, 139.49 (Lot A) and 27.72 (Lot B) acres in size resulting in two parcels, 134.20 and 33.01 acres in size. Both parcels are zoned LIA (Land Intensive Agriculture) 20 acre density, and overlay district zoning designations include: Z (Second Unit Exclusion), BR (Biotic Resource), F1 (Floodway Combining District), F2 (Floodplain Combining District), and VOH (Valley Oak Habitat).

Both parcels are currently under a single contract (Ag Preserve 1-282, Recorded in Book 2606 page 618, 1972). After the Lot Line Adjustment the newly configured lots must each be under a separate contract.

Lot A has no structures and over half of the lot is planted in vineyard. Lot B is developed with a single family dwelling. Lot B is also planted in vineyard. There will be no increase in development potential as a result of the Lot Line Adjustment.

Normally a minor Lot Line Adjustment is approved administratively. However, since the parcels involved in the Lot Line Adjustment are both under Williamson Act contracts they must be reviewed by the Board of Supervisors. The Board is requested to review the proposed Lot Line Adjustment, Williamson Act findings {Government Code Section 51257(a)}, the requirements of the Subdivision Map Act {Section 66412(d)}, and approve the requested Lot Line Adjustment.

CEQA:

The project is exempt from CEQA under Section 15305, Minor Alterations in Land Use Limitations.

Consistency with Lot Line Adjustment Standards:

The Lot Line Adjustment is consistent with County standards for Lot Line Adjustments in that it provides suitable building sites; it provides for adequately sized septic fields; it provides for suitable water supply; the design of the lots achieves an acceptable and justifiable configuration fostering sound land use patterns; and it provides for legal access to a public right-of-way. It is consistent with General Plan and Zoning designations.

Williamson Act Consistency:

To facilitate a Lot Line Adjustment, Gov. Code § 51257 permits the contracting parties to mutually agree to rescind the existing contract or contracts and to simultaneously enter into new contracts or contracts if the following findings can be made:

a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

Staff Comment: This finding can be made because the property owner has agreed to the requirement of the Conditions of Approval for the Lot Line Adjustment to rescind and replace the existing contract on Lot A and Lot B with two new separate contracts. Both contracts will restrict the adjusted boundaries of each parcel for not less than 10 years, renewing automatically every January 1st.

b. There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a Lot Line Adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

Staff Comment: Both proposed lot sizes, 134 acres and 33 acres, are consistent with the minimum 10 acre lot size requirement for a Type I Williamson Act contract. Once the Lot Line Adjustment deeds have recorded, the existing Type I Williamson Act contracts will be rescinded and replaced with two new Type I contracts over each of the two adjusted lots. Each lot will meet the requirement for income generation for a Type I contract. The area in vineyard (57% of Lot A and 66% of Lot A) is adequate to justify the inclusion of the land in a Williamson Act contract.

c. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

Staff Comment: After the Lot Line Adjustment 100% of the land under the former contracts will be under the two new Type I contracts.

d. After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

Staff Comment: Each parcel is over 10 acres in size which is the minimum parcel size for a Type I Williamson Act

Contract. Both parcels will continue to be used as vineyard lands. Lot A will maintain an average income of approximately \$436,725 per acre per year. After the Lot Line Adjustment it will be 134 acres with 76 acres of vineyard (57% of parcel in agriculture). Lot B will maintain an average income of approximately \$181,010 per acre per year. After the Lot Line Adjustment it will be 33 acres with 22 acres of vineyard (67% of the parcel in agriculture).

e. The Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

Staff Comment: At 134 and 33 acres in size, the parcels resulting from the Lot Line Adjustment will meet the established 20 acre minimum for the Land Intensive Agriculture for the site. Each parcel easily meets the minimum parcel size for Type I Williamson Act Contracts. The reconfiguration of the contract boundaries to coincide with the new parcel boundaries will not result in adjacent lands being removed from contract. Both parcels will be able to maintain their contract obligations.

f. The Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use.

Staff Comment: As a result of the Lot Line Adjustment, both parcels will be restricted by Williamson Act contract. Adjacent land is not expected to be affected by the Lot Line Adjustment in any way.

g. The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

Staff Comment: Lot A has no structures and over half of the lot is planted in vineyard. Lot B is developed with a single family dwelling. Lot B is also planted in vineyard. There will be no increase in development potential as a result of the Lot Line Adjustment.

Staff recommendation: Staff recommends the Board find that all Government Code § 51257 findings are satisfied in connection with the proposed Lot Line Adjustment, and approve the proposed Lot Line Adjustment subject to the attached Conditions of Approval. Both Lots will continue to be devoted to a qualifying agricultural use. Conditions of Approval require that prior to recording the Grant Deed for the Lot Line Adjustment, the applicants shall submit the appropriate application and filing fees to rescind and replace the existing contract with two new prime (Type I) Williamson Act for both lots. Once the Lot Line Adjustment grant deed is recorded, then the County can proceed with preparation of the new contracts, and include the new legal descriptions for the two parcels.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Economic & Environmental Stewardship - The Board of Supervisors has endorsed the continuation of the County's agricultural preserve program to preserve a maximum amount of the limited supply of agricultural, open space, scenic, and critical habitat lands within the county, to discourage premature and unnecessary conversion of such lands to urban land uses, to promote vitality in the agricultural economy, and to ensure an adequate, varied, and healthy supply of food and fiber for current and future generations. The rescission and replacement of Williamson Act contracts for the two subject

parcels will help facilitate further agricultural investment and support agricultural viability and help preserve open space land in Sonoma County.

Fiscal Summary - FY 12-13

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):

Both parcels are currently under one Williamson Act contract and will continue to remain under two new separate replacement contracts. There is not net loss or net gain of land under contract. There should be no new fiscal impacts as a result of this action.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Exhibit A: Draft Board of Supervisors Resolution and draft Conditions of Approval

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



County of Sonoma
State of California

Date: April 16, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Granting The Request By Rodney Strong Wine Estates For A Minor Lot Line Adjustment
Between Two Parcels Located At 3194 and 3216 Alexander Valley Road, Healdsburg; APN 131-
190-019 and -018.**

Whereas, the applicant, Rodney Strong Wine Estates, filed a Lot Line Adjustment application with the Sonoma County Permit and Resource Management Department property located at 3194 and 3216 Alexander Valley Road, Healdsburg; APN 131-190-019; Zoned LIA (Land Intensive Agriculture)B6-20 acre density, Z (Second Dwelling Unit Exclusion), BR (Biotic Resource), F1 (Floodway), Supervisorial District No 4; (LLA11-0043) and

Whereas, to facilitate a Lot Line Adjustment, Government Code Section 51257 authorizes parties to a Williamson Act Contract or contracts to mutually rescind the contract or contracts and simultaneously enter into a new contract or contracts, if certain findings are made by the Board of Supervisors; and

Whereas, Section 15305(a) of Title 14 of the California Code of Regulations (CEQA Guidelines) provides that minor Lot Line Adjustments are exempt from the California Environmental Quality Act; and

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following findings consistent with Government Code Section 51257:

1. Each Williamson Act contract will have an initial period of 10 years and will be extended automatically for an additional 10 years on January 1 of each year. This is the same as the existing contract.
2. Both parcels are currently under a single contract (Ag Preserve 1-282, Recorded in Book 2606 page 618, 1972). After the Lot Line Adjustment the newly configured lots will each be under a separate contract.
3. After the Lot Line Adjustment 100% of the land under the former

contracts will be under the two new Type I contracts.

4. Each parcel is over 10 acres in size which is the minimum parcel size for a Type I Williamson Act Contract. Both parcels will continue to be used as vineyard lands.

Lot A will maintain an average income of approximately \$436,725 per acre per year. After the Lot Line Adjustment it will be 134 acres with 76 acres of vineyard (57% of parcel in agriculture).

Lot B will maintain an average income of approximately \$181,010 per acre per year. After the Lot Line Adjustment it will be 33 acres with 22 acres of vineyard (67% of the parcel in agriculture).

5. At 134 and 33 acres in size, the parcels resulting from the Lot Line Adjustment will meet the established 20 acre minimum for the Land Intensive Agriculture for the site. Each parcel easily meets the minimum parcel size for Type I Williamson Act Contracts. The reconfiguration of the contract boundaries to coincide with the new parcel boundaries will not result in adjacent lands being removed from contract. Both parcels will be able to maintain their contract obligations.
6. The Lot Line Adjustment will not result in the removal of adjacent land from agricultural uses.
7. Lot A has no structures and over half of the lot is planted in vineyard. Lot B is developed with a single family dwelling. Lot B is also planted in vineyard. There will be no increase in development potential as a result of the Lot Line Adjustment.

Be It Further Resolved that the Board of Supervisors hereby finds that substantial evidence in the record before it supports the above findings, and further finds that the Lot Line Adjustment meets the requirements of the Subdivision Map Act and the Williamson Act; and

Be It Further Resolved that the Board of Supervisors grants the request for the Lot Line Adjustment subject to conditions as shown in Exhibit "A" for property located at 3194 and 3216 Alexander Valley Road, Healdsburg; APN 131-190-019 and -018; and

Be It Further Resolved that the Board of Supervisors finds that the project described in this resolution is exempt from the requirements of the California Environmental Quality Act by virtue of Section 15305 Class 5 of Title 14 of the California Code of Regulations (CEQA Guidelines) in that the project is a minor Lot Line Adjustment; and

Resolution #

Date:

Page 3

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SONOMA COUNTY BOARD OF SUPERVISORS

Conditions of Approval

Staff: Sigrid Swedenborg

Date: April 16, 2013

File No.: LLA11-0043

Applicant: Rodney Strong Wine Estates

APN: 131-190-019, -018

Owner: Klein Foods

Address: 3194 and 3216 Alexander Valley Road, Healdsburg

Project Description: A Minor Lot Line Adjustment between two parcels of 139 and 28 acres in size resulting in two parcels of 134 and 33 acres in size.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

1. Submit verification to the Permit and Resource Management Department that taxes, which are a lien and termed as payable, are paid to the Treasurer/Tax Collector's Department on all parcels affected by the adjustment. The Treasurer/Tax Collector knows the amount of the tax due.
2. Submit a draft description of the parcels being transferred to the County Surveyor for approval. The following note shall be placed on the deed or deeds: "The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the Lands of Klein Foods Inc ., as described by deed recorded under Document No. 1989017593, Sonoma County Records, APN 131-190-019, with the Lands of Klein Food Inc., as described by deed recorded under Document No. OR2008107780, Sonoma County Records, APN 131-190-018. This deed is pursuant to LLA11-0043 on file in the office of the Sonoma County Permit and Resource Management Department. It is the express intent of the signatory hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels." It is the responsibility of the surveyor/engineer preparing the deeds to insure that the information contained within the combination note is correct. Note: The County Surveyor may modify the above described note.
3. Deed of Trust agreements, which encumber only portions of accepted legal lots, are violations of the Subdivision Map Act; therefore, prior to Permit and Resource Management Department approval of the deed for recordation, the applicant shall submit either recorded documents or documents to be recorded concurrently with the lot line adjustment deeds, showing that any Deed of Trust agreements on the subject properties will conform with the adjusted lot boundaries.
4. After approval of the deed description by the County Surveyor, a grant deed or deeds shall be prepared and submitted to the Permit and Resource Management Department for approval prior to recording.
5. The property owners shall execute a Right-to-Farm Declaration on a form provided by PRMD to be submitted before the lot line adjustment is cleared by PRMD for recordation. The Right-to-Farm Declaration shall be recorded concurrently with the PRMD approved lot line adjustment grant deed(s) to reflect the newly configured parcels.
6. A site plan map of the Lot Line Adjustment shall be prepared by a licensed surveyor or civil engineer and attached to the deed(s) to be recorded. The site plan shall be subject to the review and approval of the County Surveyor. The following note shall be placed on said plan: "THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. Any errors or omissions on this exhibit shall not affect the deed description."

7. A minimum 20 foot access and public utility easement to 'Lot B' as shown on the site map submitted with the application shall be described as Parcel Two and included in the legal descriptions. The following note shall be included in the deed:

"SAID DEED IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS:

Parcel Two easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the grantor and grantee and that all specifications of the easement shall pertain to and run with the land.

Said provision of the easement is a condition relative to approval of LLA11-0043 and may not be altered or eliminated without the express written consent of the Permit and Resource Management Department.

The use of the area designated as a private access easement by the grantor shall be restricted from uses which are incompatible with proper use. This shall include structures, vehicular parking, any and all uses which would disrupt the use of said access easement.

The easement shall include the rights of the grantee to do all things reasonably necessary to inspect, repair, and maintain said private access in a good and passable condition."

8. Prior to recording the Deed, the applicant shall apply to modify the Agricultural Preserve boundaries to reflect the new lot configuration.

Once you have accomplished the items above, the Permit and Resource Management Department will authorize you to record the deed. An approval stamp will be placed on the face of each grant deed. You will then be informed that the deed or deeds are ready for you take to the Recorder's Office for recordation.



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 16, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Amy Lyle 565-7389

Supervisorial District(s):

4th

Title: Stillwater Sciences Contract

Recommended Actions:

Authorize the Chair of the Board to execute a five year contract with Stillwater Sciences in an amount not to exceed \$407,486 to serve as the Scientific Review Consultants for preparation of the Russian River Annual Monitoring Report, annual review of instream mining plans, and other services as required.

Executive Summary:

This item requests approval of a contract with Stillwater Sciences (\$407,486 for five years) to prepare the Russian River Annual Monitoring Report as well as assure mining and reclamation activities are consistent with the Aggregate Resources Management (ARM) Plan and applicable permit conditions.

The Scientific Review Consultants (SRC) provide the County with objective, multi-disciplinary, scientific analysis to help the County verify that the conduct of mining and reclamation activities along the Russian River meets the adopted objectives and performance standards required by the ARM Plan and all applicable permits, which are intended to avoid or mitigate potentially significant environmental impacts.

The SRC will prepare the Russian River Annual Monitoring Report, which summarizes the results of monitoring of annual field data and provides an in-depth analysis of channel morphology, aquatic and riparian habitat, and other information relevant to required mining standards and mitigations.

The SRC will also assist the County in the annual review of mining plans, habitat enhancement plans, and any other required technical peer review of mining and reclamation information. The SRC includes a geofluvial morphologist, licensed engineer with experience in river hydraulics, and a river ecologist with expertise in fisheries, aquatic biology, and riparian functions. Staff lacks the capacity and expertise to perform these functions in-house, especially on the relatively short frame for reviewing and authorizing annual mining plans. In addition, the need for a third party SRC peer review is required by some instream mining permits approved by the County.

PRMD sent a Request for Proposal to four scientific firms in January 2013. Two proposals were received and one firm was interviewed. Stillwater Sciences, a 60-person firm based in Berkeley specializing in river management issues, was selected by a panel of PRMD and County Counsel staff.

The contract has a five-year term, which is required by the settlement of the lawsuit brought by Russian Riverkeeper and Trout Unlimited challenging the Board’s approval of the Syar Alexander Valley Instream Mining Project. The Board approved and authorized the Chair to sign the Settlement Agreement on October 2, 2012.

Prior Board Actions:

The Board has executed previous contracts for the Scientific Review Consultant team and the same scope of work in 2006 and 2008 with Entrix, Inc. The amounts of these previous contracts were \$60,000 and \$80,686 respectfully.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Execution of this contact will implement the Aggregate Resources Management Plan’s required environmental monitoring of aggregate operations along the Russian River.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 76,751		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 76,751
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 76,751	Total Sources	\$ 76,751

Narrative Explanation of Fiscal Impacts (If Required):

Total payments to the consultant shall not exceed \$76,751 in 2014, \$79,055 in 2015, \$81,426 in 2016, \$83,869 in 2017, \$86,385 in 2018 or \$407,486 over the five year period.

All consultant and County staff time costs associated with the administration and implementation of this contract will be billed and reimbursed by the applicable aggregate operators, as required by the Aggregate Resources Management Plan.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Not Applicable			
Attachments:			
Related Items “On File” with the Clerk of the Board:			
Four original signed contracts on file with the Clerk of the Board.			

**Standard Professional Services Agreement (“PSA”)
Revision F – April 2012**

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of April 16, 2013 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Stillwater Sciences, a California Corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified environmental consulting firm, experienced in fluvial geomorphology, fisheries biology, environmental review and related services; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to employ the services of the Consultant to analyze monitoring data collected along the Russian River pursuant to the County’s Aggregate Resources Management (ARM) Plan; report on the monitoring results, status and trends of the river, and effectiveness of existing instream mining standards, mitigations and monitoring; review adequacy of annual mining proposals; and provide other technical services on an as needed basis.

WHEREAS, the Consultant was chosen by the County pursuant to a competitive selection process, in which the Consultant submitted the proposal which is on file with the Clerk of the Board; and

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultants Specified Services. Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A” the provisions in the body of this Agreement shall control.

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

1.2.1. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and

utilizing available existing technologies. All digital deliverables under this Agreement shall comply with this Section 1.2.1.

1.2.1.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

1.2.1.2 Certification. Consultants must complete the Document Accessibility Certification Form attached hereto as Exhibit D which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check.)

1.2.1.3 Alternate Format. When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

1.2.1.4 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

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

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

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget and hourly rates set forth in Exhibit "B" provided, however, that total payments to Consultant shall not exceed \$76,751 in 2014, \$79,055 in 2015, \$81,426 in 2016, \$83,869 in 2017, \$86,385 in 2018 or \$407,486 over the five year period without the prior written approval of County. Consultant 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 the total labor costs; (iv) reimbursable materials/expenses and copies of receipts for reimbursable materials/expenses, if any; and (v) the budget for the tasks, the amount billed/paid to date and the remaining budget. 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 Consultant for services performed within the State

of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

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

3. Term of Agreement. The term of this Agreement shall be from April 16, 2013 to December 30, 2018 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, the Consultant, within fourteen (14) days following the date of termination, shall deliver to the County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by the Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to the County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the

applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Permit and Resource Management Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept responsibility for loss or damage to any person or entity, including County, to the fullest extent permitted by law to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, against damages, liabilities, and costs, including reasonable attorneys' fees and defense costs, arising from the negligent acts, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees in the performance of professional services under this agreement, to the extent that the Consultant is responsible for such damages, liability, and costs on a comparative basis of fault and responsibility between the Consultant and the Agency. The Consultant shall not be obligated to indemnify the County for the County's own negligence.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not significantly change the scope of work or significantly lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than \$5,000 annually, from the original Agreement amount, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly

waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

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

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County.

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under

state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by the Consultant or the Consultant's subcontractors, consultants, and/or other agents in connection with this Agreement, shall be the property of the County. The Consultant shall deliver such materials to the County upon request in their final form and format. Such materials shall be and will remain the property of the County without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and/or other agents shall remain the property of those persons or entities.

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable: includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

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

TO: COUNTY:	Attn: Amy Lyle Permit and Resource Management Dept 2550 Ventura Ave Santa Rosa, CA 95403
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TO: CONSULTANT:	Attn: Dennis Halligan Stillwater Sciences 850 G Street, Suite K Arcata, CA 95521
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors

**EXHIBIT A:
SCOPE OF WORK**

SCIENTIFIC REVIEW CONSULTANTS

TASK 1: Prepare Russian River Monitoring Report

The Consultant shall prepare a monitoring report which:

- 1) Presents the results of the instream monitoring activities for each year of mining, including the past non-mining years of 2011, 2012, and 2013. The first report will be due in 2014.
- 2) Describes the status and trends within the Middle Reach, Lower Alexander Valley Reach of the Russian River with respect to channel morphology, aquatic and riparian habitat, and lateral bank erosion.
- 3) Evaluates the effectiveness of existing mining methods, mitigations and standards at each instream mining site on the Russian River at avoiding or minimizing adverse impacts, meeting the Aggregate Resources Management (ARM) Plan and site-specific objectives, complying with mining standards, and site-specific performance standards adopted with the permit approvals within each reach, as appropriate.
- 4) Recommends, as appropriate, continuing existing mining methodologies, mitigations and standards or revising them to better achieve the goal of avoiding adverse environmental impacts while meeting ARM Plan and permit objectives.

Fieldwork and data review: Monitoring data for each year will be provided to the consultant for compiling and analysis. No additional data collection activities are required. However, the consultant team shall field tour each site where mining occurred to make first-hand field observations regarding the hydrological and biotic conditions at each active mining site. In addition to field observations, and the site specific mining and reclamation plans, the Consultant shall review and analyze aerial photos, cross-section data, Digital Terrain Models (DTM) and any other available information.

Assessment of channel morphology: Report on the channel conditions within each of the following reaches:

<u>Monitoring Reach:</u>	<u>River Mile Segment</u>	<u>Length</u>	<u>Operator</u>
Middle Reach:	(RM 23.0 to 33.91)	10.91	Syar
Lower Alex. Valley	(RM 45.96 to 56.23)	10.27	Syar

The monitoring report shall include a brief description of the hydrologic setting and characteristics within each reach. It shall address whether the channel is confined or not, the average annual aggregate recharge, the dominant discharge, average channel width, gradient, meander interval, the effect of controlled water flows from upstream reservoirs and any other geofluvial data that would effect the mining and reclamation practices deemed suitable for each Reach.

The report shall provide an analysis of the current status and long term trends of the channel morphology in each reach. The status and trends report on each reach shall include assessment of the following:

- a) Annual level of Russian River flood flows compared to the dominant discharge
- b) Annual amount of gravel recharge or replenishment

- c) Annual amounts of instream extraction
- d) Annual net changes in gravel volume in channel (recharge or depletion)
- e) Annual change in flood channel capacity
- f) Annual changes in thalweg elevations
- g) Comparison of the low-flow channel elevation to the baseline reference elevation
- h) Identification of degrading and aggrading areas
- i) Annual assessment of the location, amount, and cause of bank erosion adjacent to the mining sites and/or within 1/4 mile of permitted and vested mining sites.
- j) Compliance with site-specific performance standards adopted by the permit approvals within each reach

Where adverse trends are evident the analysis shall attempt to ascertain to what extent, if any, instream mining activities as regulated have contributed to adverse trends. The analysis shall compare trends in the mining areas versus non-mining areas where such comparisons can help ascertain what effect the regulated mining activities and standards are having on the channel morphology.

Assessment of aquatic and biotic habitat: The consultant shall peer review any aquatic and biotic monitoring reports submitted by the operator for the purpose of assessing the aquatic and biotic habitats in the mining areas and assessing whether mining operations as regulated are having a beneficial, neutral, or adverse, effect on the surrounding aquatic and riparian habitat and the fish, fowl, and wildlife associated with such habitats. Such reports shall be included as appendices.

An executive summary shall be included which sets forth the key findings, conclusions and recommendations. Technical appendices shall be included to present supporting technical data.

TASK 2: Review Annual Mining Plans and Monitoring Data in the Lower Alexander Valley Reach of the Russian River

The specific duties of the Consultant under this task shall be initiated only as requested in writing from PRMD and would include the following:

Annual Review of Mining Plans: The SRC shall assist PRMD, on an on-call/time and materials basis, reviewing the annual mining plans prepared by the operator. The SRC will review the annual mining plan proposals and, after conducting field inspections of the site, reviewing past monitoring data and current river conditions, and the site-specific instream objectives, performance standards and conditions of approval, and provide recommendation to PRMD regarding the suitability of the proposed plans and any changes that should be made prior to their authorization by PRMD in order to avoid or mitigate impacts and meet performance standards, conditions of approval and instream objectives. The SRC will ensure that the mining plans meet the requirements of Conditions of Approval.

To the extent that the proposed mining plans do not meet the above requirements, the Consultant will work collaboratively with Syar, PRMD, and appropriate Resource Agencies to suggest revisions necessary to meet the applicable requirements. This may include reviewing and commenting on adaptive management approaches. When the team has completed review, the Consultant shall submit a technical memorandum of its findings and recommendations to PRMD in writing.

Other Technical Services as Requires: In addition, to the above the SRC may be asked to provide other technical expertise related to the above permit on an as needed basis. Such tasks could include, but are not limited to, attending interagency meeting or site inspections, providing technical expertise and analysis for

purposes of CEQA, identifying suitable methodology for adjusting water surface elevations to take into account changes in due to reservoir releases, Monitoring riparian plantings and habitat enhancements, incorporating new technology into the monitoring program, peer reviewing biological studies and/or hydrologic studies submitted by the applicant and considering supplemental information or input from the public to the PRMD concerning mining in the area.

**EXHIBIT B: TIME AND MATERIALS
SCIENTIFIC REVIEW CONSULTANTS**

2014

						Task 1	Task 1	Task 2	Task 2	
						TOTAL	LABOR	TOTAL	LABOR	
Labor Class	2014 Rate	2015 Rate	2016 Rate	2017 Rate	2018 Rate	Staff Name	HOURS	COST	HOURS	COST
Senior Scientist	\$131.84	\$135.80	\$139.87	\$144.07	\$148.39	Leverich	168	\$22,579	32	\$4,219
Senior Scientist 1	\$139.05	\$143.22	\$147.52	\$151.95	\$156.51	Halligan	82	\$11,624	32	\$4,450
Senior Scientist 3	\$163.77	\$168.68	\$173.74	\$178.95	\$184.32	Bell	8	\$1,336		
Principal Scientist	\$215.27	\$221.73	\$228.38	\$235.23	\$242.29	Booth	8	\$1,756		
Principal Scientist	\$215.27	\$221.73	\$228.38	\$235.23	\$242.29	Cui	8	\$1,756		
Principal Scientist	\$215.27	\$221.73	\$228.38	\$235.23	\$242.29	OrrB	8	\$1,756		
Scientist 6	\$89.61	\$92.30	\$95.07	\$97.92	\$100.86	Elsy	12	\$1,096		
Senior Scientist	\$131.84	\$135.80	\$139.87	\$144.07	\$148.39	Araya	16	\$2,150		
Scientist/Administrator 3	\$71.07	\$73.20	\$75.40	\$77.66	\$79.99	Rodriguez	58	\$4,202		
Scientist 7	\$96.82	\$99.72	\$102.71	\$105.79	\$108.96	McClure	24	\$2,369		
Scientist 11	\$123.60	\$127.31	\$131.13	\$135.06	\$139.11	Keever	27	\$3,402		
TOTAL HOURS							419			
TOTAL COST								\$54,025		

						Unit Price	TOTAL UNITS	TOTAL EXPENSES		
TRAVEL (GROUND/Day):						\$85	3	\$255		
LODGING (pp per day):						\$100	2	\$200		
MEALS (pp per day):						\$42	6	\$252		
COPIES:						\$1	50	\$50		
OTHER DIRECT EXPENSE COST:								\$757		
ODC MARK-UP:						10%		\$76		
SUBCONTRACTOR COST:								\$900	32	\$4,944
SUB. MARK-UP						10%		\$90		
TOTAL EXPENSES:								\$1,823		\$7,292
PROJECT COST:								\$55,847		\$20,904

Budget provided in proposal was developed for work conducted in 2013.
Five year contract summary assumes labor rates and expenses increase by 3% each year.

Year	Task 1	Task 2
2014	\$ 55,847	\$ 20,904
2015	\$ 57,523	\$ 21,532
2016	\$ 59,248	\$ 22,178
2017	\$ 61,026	\$ 22,843
2018	\$ 62,857	\$ 23,528
total	\$ 296,501	\$ 110,985
TOTAL CONTRACT NTE		\$ 407,486

Exhibit C
Insurance Requirements
Scientific Review Consultants

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

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Professional Liability/Errors and Omissions Insurance

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

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: 12/13-010.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of

Insurance is: County of Sonoma, 2550 Ventura Ave Santa Rosa, CA 95403.

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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.

Exhibit D

Scope of Work for Digital Deliverables

A. Required Software for text deliverables to be edited, updated or otherwise modified by PRMD Staff.

1. Word Processing files shall be created and provided to PRMD in Microsoft Word 2003 format (any Office 2007 file saved in Word 2002-2003 compatibility mode is acceptable). Word processing files shall be formatted to comply with Accessibility requirements and to readily convert to Adobe Acrobat (PDF) files. Tables in the document must be created in native word processing program not scanned, copied or otherwise embedded in the document.
2. Spreadsheet files shall be created in and provided to PRMD in Excel 2003 or .dbf format.
3. Photos or any other bitmap files shall be provided in JPEG (.jpg) format. High resolution photos must be reduced to less than one megabyte in size before insertion into a document. Scanned images must not be embedded in the document.
4. Vector graphics shall not be scanned and embedded into a document. The preferred format for vector graphics are CorelDraw (.cdr) or Adobe Illustrator (.ai). Windows Metafile format (.wmf) will also be accepted.
5. Database deliverables shall be in Microsoft Access 2003 format.

*Any questions regarding acceptable file types shall be resolved **prior** to submittal of the final document(s).*

B. Required Software for geographic data to be edited, updated or otherwise modified by PRMD staff.

*All GIS feature class datasets developed by a consultant and utilized in a project that has a GIS component **must include**:*

1. Development of Geographic data shall be created using Esri (Environmental Sciences Research Institute) software products. This includes ArcGIS 9.3 Desktop or later version.
2. Accepted GIS data formats are feature classes (shapefiles) or File Geodatabase (FGDB).
3. GIS Dataset Projections / Coordinate System **MUST** be in:
 - a. Lambert_Conformal_Conic
 - b. GCS_North_American_1983
 - c. Datum: D_North_American_1983
 - d. State Plane Coordinates California Zone II (Feet)

***Note:** Adobe Illustrator, Quark Express and/or other drawing programs **do not** support coordinate systems and therefore, do not constitute GIS format.*

4. Accepted related-supported databases shall be in Microsoft Access 2003 format.
5. GIS Feature Class datasets (shapefiles) or File Geodatabase (FGDB) deliverables **MUST** include metadata compliant with the FGDC Standard. *Examples of these requirements are available from PRMD upon request.*
6. GIS Dataset and Maps Disclaimers

Draft products shall carry the following disclaimer:

“This work prepared utilizing the best data available at the time (with the date indicated in mm/dd/yyyy format) and is intended for internal use only.” **[refer to Note below]*

General map shall carry the following disclaimer:

“Map Scale and Reproduction methods limit precision in physical features displayed. This map is for illustrative purposes only, and is not suitable for parcel-specific decision making.”

“No part of this map may be copied, reproduced, or transmitted in any form or by any means without written permission from the Permit & Resource Management Department (PRMD), County of Sonoma, California.”

“Neither the County of Sonoma, and the Permit & Resource Management Department (PRMD) nor any of their employees make any warranty, express or implied, or assumes any legal liability for responsibility for accuracy, completeness, nor usefulness of any data contained herein.”

Note: *Should parcel data be illustrated, include the follow to the general map disclaimer:*

* “The parcels contained herein are not intended to represent surveyed data. Site-specific studies are required to draw parcel-specific conclusions. Assessor’s parcel dataset current as of mm/dd/yyyy.”

7. GIS Dataset Source Citations

GIS dataset sources must be cited on map displays and in metadata. Source citations shall begin with words such as “From,” “Modified from,” “Adapted from,” or “After.” The full citation shall be placed directly beneath the reproduced graphical material, starting with its left-hand margin. Begin the citation with “Source,” followed by a complete citation in a style similar to the example below:

Source: Modified from data obtained with permission from the County of Sonoma, Permit & Resource Management Department (PRMD). Data and/or analysis depicted may be altered from the original PRMD dataset source therefore not representative of PRMD data.

Note: *If source GIS datasets have been altered from its original state, the citation must alert the user as in the above example.*

C. Required Software for text deliverables that are not intended to be edited, updated or otherwise modified by PRMD staff.

1. The Consultant must deliver a complete copy of the document in Adobe Acrobat format. This shall be the same document that will be used to publish the hard copy document. Each section must start on its own right hand page.
2. Adobe Acrobat documents intended for posting on the Web must be formatted to be accessible to persons with disabilities. See Section E. of this Addendum, below, for requirements.

3. Tables in the document must be created in native word processing program not scanned, copied or otherwise embedded in the document.
4. Photos or any other bitmap files shall be provided in JPEG (.jpg) format. High resolution photos must be reduced to less than one megabyte in size before insertion into the document.
5. Images, tables, text and graphics shall not be scanned and embedded in the document.
6. Acrobat documents must pass the full accessibility check in Adobe Acrobat.

D. Guidelines for Consultants Creating Web-Ready and ADA Accessible Documents

1. General Guidelines pertaining to the “Content Online Accessibility” Section of the contract.

Start with a Correctly Formatted Document

Regardless of the program used, there are ways to format the document that will make adding accessibility features easier. Some of these techniques are good word processing practices for all documents.

Use Styles

When you have headings and subheadings in a document, using the “styles” feature will make formatting those headings quicker, easier and more consistent. Also, if you want to change how the headings or subheadings look, you can change all of them at once. When converted to PDF from most programs, these headings automatically become bookmarks. Styles are located under the format menu in most programs. Consult the program’s “Help” menu for instruction.

Use Standard Fonts

Standard fonts that are available on all systems should be used. Stick to the basics; numbers and letters. Bullets, special characters or “wing dings” must not be used. Use numbered lists instead of bullets or other characters. Underlined text gives the illusion of a web link and should be replaced with bold or a font size change instead. Do not use graphic Fonts such as dots, dashes, asterisks. If special characters must be in the content of your document, you must use a Unicode font.

Avoid Recycled Text

Text that is copied from the Internet or converted back forth among different programs can cause problems in making a document accessible. If you must paste text into a new document, use the Paste Special > Unformatted Text command.

Never scan text and insert or copy it into a document. Options for using scanned text are covered later in this document.

Avoid the use of large images and scans

High resolution photos increase file size and download time and are not necessary for most reports. Any scanned materials are images and as such are not accessible. Text or tables should be created in the native program, not scanned and inserted.

Format Tables Correctly

Making tables accessible in a PDF file is challenging so it is best to create data tables using the table function in Word or other programs. Best results will be obtained by creating the table in the document rather than copy/paste from other sources. Simple tables will convert more easily than complex ones. The table title should be separate from the table as a text element.

2. Deliverables

The Consultant must deliver a complete copy of the document in Acrobat format that passes the accessibility check in Acrobat. This should be the same document that will be used to publish the hard copy document. Each section must start on its own right hand page.

3. Creating the PDF File

Use the PDF conversion menu item in the program to create the PDF. Refer to the help menu of the version of Adobe Acrobat you are using as menu options may be slightly different across versions. If the document has been structured properly many of these elements may already have been created during the conversion process.

Add Description

Open the Acrobat file and go to File > Properties (Ctrl-D), click the Description tab and enter information into the following boxes;

Title: Add a description of the document in this field. For example; "Roblar Road Environmental Impact Report - Sonoma County 05-15-2008"

Author: Enter the name and phone number (including area code) of the PRMD contact. For example; Scott Pitts 707-565-8351

Subject: Copy/paste the information you placed in the Title to this field.

Add Language

Language - On the Advanced tab in the Document Properties select "English" in the Language drop down box. Click OK.

Add accessibility tags

Some programs, such as Microsoft Word, will create tags automatically if the PDF conversion settings are configured properly. If tags are not created in the conversion, use Advanced>Accessibility>Add Tags to Document menu option to tag the document.

TouchUp Reading Order

The TouchUp Reading Order tool allows you to view the tags and review how a screen reader will interpret the page. This section is not intended to be an exhaustive exploration of the issues that may arise at this stage. See <http://www.adobe.com/accessibility/index.html> for more in depth information. Access the function by selecting Advanced >Accessibility > TouchUp Reading Order. Click on the tag to select the text that you don't want repeated on every page like logos, footer information and any other elements are repetitive. Clicking the "Background button while a tag is selected will cause the screen reader to skip the element. Review the order of the tagged elements. This is the order in which the page will be read. You can change the order by clicking the "Show Order Panel" on the TouchUp Reading order window. Elements can be moved in the Show Order Panel by clicking and dragging.

Graphic Elements

Add alternate (alt) text for graphic elements. Choose the TouchUp Reading Order Tool and right click on the number of the figure. Then choose Edit Alternate Text. Enter a text description of the image and choose OK. Alt text should be meaningful as possible when being read by a screen reader. If the figure is too complex for explanation with alt text then add a contact for assistance, for example “Budget allocation chart, for accessibility assistance with this figure contact Scott Pitts (707) 565-7894.”

Set Correct Version

The version of the PDF must be compatible with most existing Acrobat versions. Use the Advanced>PDF Optimizer menu item and select Acrobat 5.0 from the “Make compatible with” dropdown.

Accessibility Full Check

The PDF must pass the full accessibility check in Adobe Acrobat. To verify accessibility, follow Accessibility > Full Check > Start Checking. Should errors be present and/or persist, follow the Accessibility Report which provides a detailed listing of identified errors and suggested remedy per error.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

David Koch, 565-2168

Supervisorial District(s):

Countywide

Title: GED Preparation and Testing MOU with SCOE

Recommended Actions:

Authorize the Chief Probation Officer to execute a Memorandum of Understanding (MOU) between Sonoma County Office of Education and Sonoma County Probation Department for SCOE's provision of General Equivalency Diploma tutoring, preparation, and testing services for Probation's clients at the Day Reporting Center (\$43,000 per FY through FY 13-14).

Executive Summary:

The Board-approved Public Safety Realignment Plan and budget for Fiscal Year 2012-13 allocated \$43,000 to fund the Sonoma County Office of Education's (SCOE) program to provide General Equivalency Diploma (GED) tutoring, preparation, and testing services for Probation's clients at the Day Reporting Center (DRC). The subject Memorandum of Understanding (MOU) defines: the scope of services to be provided by SCOE; roles and responsibilities for both SCOE and Probation; term of the agreement; and compensation for services.

Background – Legislation Overview

In 2011, the California Legislature passed and the governor signed AB109 and AB117, which specify new local responsibilities for managing certain adult offender populations. Assembly Bill 109, also known as the Public Safety Realignment Act, took effect October 1, 2011, and mandated sweeping changes to California's Criminal Justice Systems. This legislation specifies new responsibilities for managing adult offenders in California and applies to two distinct groups of offenders going forward. The first group, known as the Post Release Community Supervision population (PRCS), consists of offenders incarcerated for offenses classified as non-violent and non-serious, and excludes high risk sex offenders, third-strike offenders, and mentally disordered offenders. The second group consists of so-called "non-non-non" offenders. The Realignment Act changed the penal code and sentencing laws so that offenders whose current or past offenses are non-violent, non-serious, or non-sex related, will serve their sentences

locally. Local sentences have included combinations of county jail detention, Mandatory Supervision (MS) by Probation, and a variety of detention alternatives.

Synopsis of GED Preparation and Testing Program

The Sonoma County Community Corrections Partnership’s (CCP) approved Realignment Plan and budget for Fiscal Year 2012-2013 includes out-of-custody evidence-based programming and services for AB109 offenders. For the AB109 offenders in the community, the Day Reporting Center serves as the central point of programming and structure. The DRC provides a variety of services, such as substance abuse treatment, a cognitive behavioral intervention program, life skills, vocational skills, and GED preparation and testing services. The GED preparation and testing services program will be run by the Sonoma County Office of Education (SCOE).

Under the MOU, SCOE will assign a part-time Educational Coordinator to conduct tutoring, preparation, and pre-testing for the GED at the Day Reporting Center. Specific duties and responsibilities include the following: conduct GED preparation and training sessions at the DRC site for approximately five (5) hours of instruction per week for nine (9) weeks; assess clients upon completion of each GED preparation session and make further recommendations for readiness to test and/or need for further remediation; schedule and facilitate periodic GED testing sessions for clients at the DRC site a State approved GED testing site in Sonoma County; connect DRC clients with external GED training and testing sites as needed, and manage a records archive of GED testing results. SCOE will also be reimbursed for GED testing materials (including text books) under the MOU.

Prior Board Actions:

7/31/2012: Fiscal Year 2012-13 AB109 Realignment Plan and Budget

Strategic Plan Alignment Goal 3: Invest in the Future

The GED preparation and testing services that SCOE will provide at the DRC align with the County’s strategic goal to invest in upstream education to decrease the need for and costs of enforcement and incarceration. SCOE’s services will help Probation clients at the DRC bolster their skills and qualifications, which will improve their employment prospects and integration into the community.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 43,000	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 43,000
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 43,000	Total Sources	\$ 43,000

Narrative Explanation of Fiscal Impacts (If Required):

The approved Fiscal Year 2012-13 AB109 Realignment budget allocated \$43,000 for SCOE GED Preparation and Testing support at the DRC. SCOE shall only be reimbursed for actual allowable expenditures incurred for services and supplies provided under this MOU. Total reimbursements paid to SCOE during FY 2012-13 shall not exceed \$43,000. In the event that SCOE does not expend the entire annual maximum budget during a given fiscal year, the resulting surplus funds will not be available to reimburse expenditures incurred during subsequent fiscal years. Annual renewal of this MOU will be contingent upon the following:

1. SCOE providing Probation with an updated budget for the upcoming fiscal year to support the County's budget cycle.
2. CCP approval of the proposed GED support budget for the upcoming fiscal year.
3. Sonoma County Board of Supervisors adoption of the annual fiscal year budget, including funding for the SCOE GED Preparation Support program.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

None.

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

Memorandum of Understanding between Sonoma County Office of Education and Sonoma County Probation for GED Preparation and Testing Services.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): County Counsel & Dept. of Transportation & Public Works

Staff Name and Phone Number:

Joshua Myers (707) 565-3737
Susan Klassen (707) 565-2440

Supervisorial District(s):

Third Supervisorial District

Title: Legal Services Agreement with Atkinson, Andelson, Loya, Ruud and Romo

Recommended Actions:

Authorize the Chair to execute the sixth amendment to the legal services agreement with the law firm Atkinson, Andelson, Loya, Ruud and Romo for outside counsel assistance regarding a construction dispute over the County's leachate pipeline construction project. The Amendment, in the amount of \$250,000, will increase the total compensation not-to-exceed amount to \$800,000. (Third Supervisorial District)

Executive Summary:

On April 18, 2011, the County was sued by North Bay Construction regarding its work as a general contractor on the County's leachate pipeline construction project. On May 3, 2011, the Board authorized County Counsel to file a cross complaint against North Bay Construction for liquidated damages due under the construction contract as a result of a 4-year delay in completing the project. The Board also authorized County Counsel to sue the County's design engineer for the project, Winzler and Kelly, for indemnification since Winzler & Kelly designed the specifications for the project, and one of the contractor's claims that the design was defective.

This matter has been going on since 2007 when the County first retained outside counsel to assist with the construction dispute. The fifth amendment to the contract was for legal services through a recently concluded mediation. The proposed sixth amendment is needed to cover the anticipated outside legal expenses up to, and possibly through, a jury trial.

The sixth amendment to this agreement would increase the contract amount by \$250,000, for a total not-to-exceed amount of \$800,000. Additional appropriations are included in the third quarter budget adjustment request from the Refuse Enterprise Fund balance for this amendment.

Prior Board Actions:

1/8/13: Board approved the fifth amendment to the legal services agreement with Atkinson, Andelson, Loya,

Ruud & Romo (“Agreement”) for an additional \$150,000 and extending the agreement to January 31, 2014. 6/26/12: Board approved the fourth amendment to the legal services agreement with Atkinson, Andelson, Loya, Ruud & Romo (“Agreement”) for an additional \$150,000 and extending the agreement to March 31, 2013. 5/3/11: Resolution No. 11-0233 authorized County Counsel to amend the Agreement for an additional \$60,000. 10/26/10: Resolution No. 10-0776 authorized County Counsel to amend the Agreement for an additional \$65,000. 3/10/10: Board approved the first amendment to the Agreement extending the term to 12/31/10. 10/7/08: Resolution No. 08-0864 authorized County Counsel to enter into a new legal services agreement with Atkinson, Andelson, Loya, Ruud & Romo in the amount of \$125,000.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 270,400		\$
Add Appropriations Req'd.	\$ 250,000	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 250,000
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 520,400	Total Sources	\$ 250,000

Narrative Explanation of Fiscal Impacts (If Required):

Additional appropriations are included in the third quarter budget adjustment request from the Refuse Enterprise Fund balance for this amendment.

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:

Legal Services Agreement with Atkinson, Andelson, Loya, Rund & Romo; First Amendment to Legal Services Agreement (“LSA”); Second Amendment to LSA; Third Amendment to LSA; Fourth Amendment to LSA; Fifth Amendment to LSA; Draft Sixth Amendment to LSA.



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

Board Agenda Date: April 16, 2013

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Jon Stout/Lori Schandel, 707-565-7243

Supervisorial District(s):

District 4

Title: Charles M. Schulz – Sonoma County Airport First Lease Amendment for the Sky Lounge Restaurant and Raw Bar.

Recommended Actions:

Authorize the Chair to execute the First Amendment to the Commercial Operator Lease Agreement with the Sky Lounge Restaurant and Raw Bar located at the Charles M. Schulz-Sonoma County Airport Terminal Building, 2200 Airport Blvd., Santa Rosa, CA. The first extension term is July 1, 2012 through June 30, 2017 and represents an estimated \$197,000 in revenue to the Airport.

Executive Summary:

The County issued a Request for Proposals in 2006 for a new restaurant operator for the Airport Terminal Building Restaurant facility at the Charles M. Schulz-Sonoma County Airport. The Sky Lounge Restaurant and Raw Bar ("Restaurant") was the chosen bidder and has successfully operated the restaurant for over six years. The Restaurant was offered a five-year lease with 2 five-year options; however, the rental rate during the option periods was not specified in the Commercial Operator Lease Agreement. This amendment will clarify the rental rate during the option periods and including a CPI percentage-based yearly rental increases. During the first five-year term, increases were based on a fixed five-percent yearly increment.

This amendment will also update the ownership of the Restaurant by removing Edward Metcalf from the Lease. James Goff and Edward Metcalf jointly requested that Mr. Metcalf be removed from the Lease in a letter dated May 22, 2008. The transfer fee of \$2,500 was paid to the Airport in 2008, however, due to an oversight the lease agreement was not updated to reflect the change.

The Amendment also corrects insurance requirements for the restaurant operator. The first term of the lease required the restaurant to meet the insurance requirements, listed as Attachment A, of the Minimum Standards, which are applicable to aeronautical activities at the Airport. The restaurant is not considered an aeronautical activity and the minimum insurance requirements do not apply to this operator. This amendment corrects this and applies insurance requirements from Sonoma County's Risk

Management Real Estate Leases; County as Landlord (Template #9) and establishes relevant insurance standards for the remaining term (including options) of the lease.

Prior Board Actions:

02/23/10 – Approved rent abatement for disrupted tenant operations during terminal remodel.08/07/07 – Authorized the General Services Director to execute a lease with James Goff and Edward Metcalf for premises commonly known as the restaurant at the Charles M. Schulz-Sonoma County Airport.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The operation of a restaurant to serve passengers, guests and employees of the Airport promotes a comprehensive transportation facility for the County and this Amendment ensures the Restaurant operator to pay market rent for the use of this space.

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	\$ 0.00	Total Sources	\$ 0.00

Narrative Explanation of Fiscal Impacts (If Required):

This amendment is a clarification of the terms of the current lease and as such there is no fiscal change or impact. The Sky Lounge restaurant concession represents an annual revenue stream of \$37,400 to the Airport.

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:
Lease Amendment.
Related Items "On File" with the Clerk of the Board:
Original executed Lease dated August 7, 2007.

FIRST AMENDMENT TO COMMERCIAL OPERATOR LEASE

This First Amendment (“First Amendment”), effective as of the date it is executed by Sonoma County (“Effective Date”), is to the Commercial Operator Lease entered into in August, 2007 (“Lease”) by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“County”) and JAMES GOFF and EDWARD METCALF, a general partnership (“Tenant”).

R E C I T A L S

WHEREAS, County and Tenant entered into a Lease for real property commonly known as the restaurant located at the Charles M. Schulz-Sonoma County Airport, 2200 Airport Boulevard, Suite 143 in Santa Rosa, California (“Premises”); and

WHEREAS, by letter dated May 22, 2008, Tenant informed County of its desire to transfer the entire interest in the Lease from Tenant to James T. Goff, in his individual capacity; and

WHEREAS, the insurance requirements of the lease reference the Airport Minimum Standards without the specific insurances and minimum coverage limits required by the County for a non-aeronautical business; and

WHEREAS, Tenant has exercised its right to extend the term of the Lease in accordance with the Option Notice as specified in Section 2.6 of the Lease and County has accepted such right; and

WHEREAS, County and Tenant desire to establish a Monthly Base Rent schedule for the Extended Term; and

WHEREAS, County and Tenant desire to amend the Lease in order to: (i) approve said proposed transfer of interest by this amendment rather than utilizing the transfer procedure in the Lease; (ii) correct the address for notices, and make other minor revisions; (iii) correct the insurance language in the Lease; and (iv) establish the rent during the Extended Term; and

WHEREAS, a Transfer Fee of \$2,500.00 has been paid to County; and

WHEREAS, documentation has been provided to County showing that all insurance policies name James T. Goff, in his individual capacity, in place of James Goff and Edward Metcalf, a general partnership.

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. The transfer of the Lease from Tenant to James T. Goff, acting in his individual capacity, is approved. All references in the Agreement to Tenant shall hereinafter refer only to James T. Goff, in his individual capacity, who agrees to be bound by the terms of the Lease.

2. Section 16.3 of the Lease is hereby deleted in its entirety and replaced with the following section:

“16.3 Addresses. Addresses for purposes of giving notice are set forth below. Either Party may change its address or fax number by giving the other Party notice of the change in any manner permitted by Section 14.1.”

County: Airport Manager
Charles M. Schulz – Sonoma County Airport
2290 Airport Boulevard
Santa Rosa, CA 95403

Tenant: James T. Goff
2200 Airport Boulevard, Suite 143
Santa Rosa, CA 95403.”

3. In subsection 12.1.1(3) of the Lease reference to “Section 12.7” is changed to “Section 12.6”.

4. In subsection 12.2.1(b) of the Lease, reference to “Transfer Premium” is changed to “Transfer Fee” and “Section 12.5.2” is changed to “Section 12.2.2.”

5. Section 10.1 Duty to Maintain Insurance, and all its subsections are deleted in its entirety and replaced with the following:

10.1 Duty to Maintain Insurance. Tenant shall obtain insurance from an insurance company or companies with an A.M. Best Rating of A-VII or better. County agrees and acknowledges that all insurance required by Tenant under this Lease, may be provided by a subtenant and/or blanket policies of insurance carried by Tenant or any subtenant. The above notwithstanding, obligating a subtenant to fulfill the insurance required by this Section 10, shall not relieve Tenant from liability for failing to fulfill this covenant in the event any such subtenant fails to fully comply with the obligations to carry insurance under this Section 10.

10.1.1 Liability Insurance. Tenant shall obtain the types of liability insurance and coverage as required by the adopted Airport Minimum Standards, as such standards may be amended from time to time; but shall never be less than \$1,000,000 per occurrence and \$2,000,000 aggregate per location. Tenant shall disclose any deductible or

self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Tenant is responsible for any deductible or self-insured retention. The policy shall cover inter-insured suits between County and Tenant and include a “separation of insureds” or “severability” clause which treats each insured separately. Such liability insurance policy or policies shall be endorsed with the following specific language:

- (1) “The County of Sonoma is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Lease.”
- (2) “The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.”
- (3) “The insurance provided herein is primary coverage to the County of Sonoma with respect to any policy or insurance of self-insurance programs maintained by the County. No insurance held or owned by the County shall be called upon to contribute to a loss.”
- (4) “The insurer waives the right of subrogation against the County of Sonoma and against its agents, employees and representatives.”
- (5) “This policy shall be not canceled or materially changed without first giving the County of Sonoma thirty (30) days’ written notice by certified mail.”

10.1.2 Worker’s Compensation and Employer’s Liability

Insurance. Tenant shall obtain Worker’s Compensation insurance if Tenant has employees during the term and each Extended Term of the Lease. Such insurance shall be within statutory limits as required by the Labor Code of the State of California. Tenant shall also obtain Employer’s Liability insurance with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; and \$1,000,000 disease per policy. Policies shall be endorsed to include a written waiver of the insurer’s right to subrogate against the County.

10.1.3 Property Insurance for Personal Property and Tenant’s

Improvements. Tenant shall secure insurance for all personal property and Tenant’s improvements with the minimum limit being the full current combined replacement cost of Tenant’s Business Personal Property and Tenant’s improvements. The insurance shall apply on a replacement cost

basis, without deduction for depreciation. Tenant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Tenant is responsible for any deductible or self-insured retention.

10.1.4 Automobile Liability Insurance. Tenant shall obtain Automobile Liability Insurance with a minimum limit of \$1,000,000 combined single limit per accident. Said insurance shall apply to all owned automobiles. If Tenant currently owns no automobiles, Tenant agrees to obtain such insurance should any automobiles be acquired during the term(s) of this Lease or Extended Term. Insurance shall apply to hired and non-owned automobiles.

6. Section 2.6 Options To Extend Term. shall be deleted in its entirety and replaced with the following:

2.6 Options to Extend Term. Tenant is given two (2) consecutive options to extend the term of this Lease on all provisions contained in this Lease, including the Rent as outlined in Section 4.1. but excluding the rent credit provisions contained in Section 4.4. For each five (5)-year option (each option is an “Extended Term”) and prior to the expiration of the Initial Term, or the first Extended Term, Tenant shall give written notice of its intent to exercise said option (“Option Notice”) to County at least three hundred sixty-five (365) days before the expiration of the Initial Term or first Extended Term, as the case may be.

7. Section, 4.1. Base Monthly Rent. 4.1 shall be deleted in its entirety and replaced with the following:

4.1 Base Monthly Rent. Commencing on the Commencement Date, each month tenant shall pay to County the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the “Base Monthly Rent” for the Premises in equal monthly installments, in advance, on the first day of each month. For each of the second (2nd) through fifth (5th) Lease Years of the Lease Term, the Base Monthly Rent shall be increased each year by five-percent (5%) of the Base Monthly Rent due for the prior Lease Year. Base Monthly Rent shall be delinquent if not paid in full by the sixth (6th) calendar day of the month in which case a late charge, as specified in Section 4.6 shall apply to any overdue rent.

4.1.1 Monthly Base Rent during Extended Term(s).

Commencing at the beginning of each Extended Term, as outlined in Section 2.6, the Base Monthly Rent shall escalate each year

congruent with the changes in the CPI Index for All Urban Consumers, Not Seasonally Adjusted for the San Francisco, Oakland and San Jose CA area, Series ID #CUURA422SA0 (“CPI”) by the U.S. Bureau of Labor Statistics. The minimum yearly increase shall be two-percent (2%) and the maximum yearly increase shall be six-percent (6%) regardless of actual CPI yearly percentage changes. The base year for calculating the annual increases will be April, 2011, which is 234.121 (with 1984=100).

8. Outstanding Rent Due For First Extended Term Monthly Base Rent. The total outstanding rent for the last year of the initial term of the Lease and the first extended term monthly base rent shall be paid in full to County within six (6) months after the Effective Date of this First Amendment.

9. Except to the extent the Lease is specifically amended or supplemented hereby, the Lease, together with all 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 County arising thereunder.

10. 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.

COUNTY 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

TENANT: JAMES T. GOFF, in his individual capacity

By: _____ Date: _____
James T. Goff

JAMES GOFF and EDWARD METCALF,
a general partnership

By: _____ Date: _____
James Goff

By: _____ Date: _____
Edward Metcalf

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

By: _____
Chair, Board of Supervisors
Date: _____

APPROVED AS TO FORM
FOR COUNTY:

David McFadden, Deputy County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

Jon Stout, Airport Manager

CERTIFICATES OF INSURANCE ON
FILE WITH DEPARTMENT:

Gloria Cote, Administrative Aide



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

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Thomas F. O’Kane, Jr., (707) 565-3585

Supervisorial District(s):

All

Title: Pavement Management System Update Professional Services Agreement

Recommended Actions:

Authorize the Chair to execute an amendment to the Agreement with Harris & Associates, Inc. to add \$93,246 for additional pavement inspection support services for a total amount of \$536,336, with a term ending December 31, 2015.

Executive Summary:

On April 24, 2012, the Board authorized an agreement with Harris and Associates to provide pavement inspection and supplemental support services on County Roads for an amount not to exceed \$443,090 with a term ending on December 31, 2015. On October 23, 2012, the Board allocated \$100,000 in supplemental funding for the inspection of all 1,382 miles of County roads in FY 12/13. The Department is requesting the Board to authorize the First Amendment to the Agreement with Harris and Associates to add an additional \$93,246 for additional pavement inspection services for a total Agreement amount of \$536,336. The term of the Agreement will remain December 31, 2015.

Currently, the pavement condition inspections are provided on a 4-year cycle, with the Arterials and Collectors inspected on a 2-year cycle. This complete road network inspection of all 1382 miles would provide a baseline condition of the entire County road network and assist in assessing existing pavement conditions. The Roads Ad-Hoc reviewed the pavement condition status of all county roads and determined that existing pavement conditions and the cost associated for improvement will benefit from the additional information. The expanded pavement condition information will allow the County to develop better long-term strategies and advocate for long term funding based on more precise pavement improvement cost estimates.

Agreement is appropriated within the Roads General budget and is funded with a combination of road revenues including the \$100,000 in General Fund.

Prior Board Actions:			
10/23/2012: Board approved Road Ad Hoc Committees recommendations and project list for allocation approved in June; 6/19/12: Board approved Road Ad Hoc recommendations allocating \$8M in one-time general fund reserves. 4/24/2012: Board Approved professional services agreement with Harris and Associates to provide pavement inspection services			
Strategic Plan Alignment Goal 3: Invest in the Future			
Additional \$100,000 will provide system wide baseline pavement condition that supports advocacy for long term road improvement strategies.			
Fiscal Summary - FY 12-13			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ \$543,090.	County General Fund	\$ \$100,000
Add Appropriations Req'd.	\$	State/Federal	\$ 443,090
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ \$543,090	Total Sources	\$ \$543,090
Narrative Explanation of Fiscal Impacts (If Required):			
Appropriations are included in the current fiscal year budget and will be budgeted as necessary in future fiscal periods for term of the agreement.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Amendment No. 1			
Related Items "On File" with the Clerk of the Board:			
Agreement			

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment ("First Amendment"), dated as of this ____ day of _____, 20 ____ ("Effective Date"), is to that certain Agreement for Professional Services by and between the County of Sonoma (hereinafter "County"), and Harris & Associates, Inc. (hereinafter "Consultant"), dated as of _____, 20__ (the "Original Agreement," and as supplemented and amended by this First Amendment, the "Agreement"). County and Consultant are sometimes referred to hereinafter individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, County and Consultant previously entered into the Original Agreement to provide pavement inspection, asset management, and Streetsaver Pavement Management software expertise services; and

WHEREAS, County and Consultant desire to amend the Agreement in order to (i) add additional pavement inspection support services to inspect the entire road network in 2013, minus the inspection services completed in 2012, and (ii) to increase the Agreement total by \$93,246; and

WHEREAS, in the judgment of the Board of Supervisors of the County of Sonoma, it is necessary and desirable to amend the Agreement as set forth above.

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

AGREEMENT

As of the Effective Date, the Agreement shall be deemed to be amended in the following manner:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Amendment.
2. Scope of Services. Consultant shall perform the services described in Restated Exhibit A – Budget Summary and Work Plan, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3. Paragraph 2. Payment.

Language For Task 1 Annual Updates shall be deleted and replaced by the following:

For Task 1, Annual Updates: Consultant shall be paid a lump sum amount of \$82,120 (\$22,120 paid by County and \$60,000 PTAP grant paid to consultant directly from MTC) for Year 1; \$88,254 for Year 2; \$181,500 for Year 3; and \$79,718 for Year 4, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibit A.2 – Cost Estimate and Schedule, attached hereto and incorporated herein by this reference.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

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

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

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SIGNATURES BEGIN ON NEXT PAGE

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

CONSULTANT:

Harris & Associates, Inc.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head

Date: _____

APPROVED AS TO FROM FOR COUNTY:

COUNTY COUNSEL

By:  _____
Deputy County Counsel

Date: 3/19/13

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of the Board

Restated EXHIBIT A

Budget Summary

Task 1 – Annual Updates

Year 1 – 2012 - \$82,120 (\$60,000 PTAP funding and \$22,120 Agency funding)

Year 2 – 2013 - \$181,500

Year 3 – 2014 - \$72,998

Year 4 – 2015 – \$79,718

Task 1 Subtotal - **\$416,336**

Task 2 Supplemental Services (Allowance)

MTC Coordination - \$40,000

Alternative Funding - \$80,000

Task 2 Subtotal - **\$120,000 (Allowance)**

Agreement Total - \$536,336

Work Plan

Sonoma County's Quadrants (miles)

	NE	NW	SE	SW
Arterials (A)	44.73	103.73	76.15	89.59
Collectors (C)	42.07	58.15	16.98	65.31
Residentials	32.59	46.49	67.16	58.78
Others	96.55	199.32	150.82	207.54
ALL	215.94	407.69	311.11	421.22

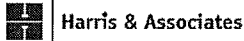
Sonoma County's Work Plan – Four Year Cycle (miles)

PROJECT YEAR>>	2012	2013	2014	2015
CYCLE YEAR>>	4	1	2	3
NE - All		129.2	215.94	
NE - A&C	44.73+42.07 = 86.80			
NW – All	407.69			
NW – A&C			103.73+58.15=161.88	
SE – All		311.11		311.11
SE – A&C				
SW - All		421.22		
SW – A&C				89.59+65.31=154.90
ANNUAL TOTAL>	494.49	861.53	377.82	466.01

Exhibit A.2 - Cost Estimate and Schedule

Rev 1

1/25/2013



Sonoma County Department of Transportation and Public Works Cost Proposal - Task 1 - Pavement Management System Update

2012 Update - NW All Roads + NE A&C (Approximately 495 centerline miles)		Hourly breakdown by Personnel					
Task (Ref to Harris Scope)	Description	Project Director	Project Manager	Project Engineer	Field/Office Technician	Total	Total \$/Task
1.0	Project Startup /Administration	8	16	4	8	36	\$ 5,580
2.0	Execute WSB	0	4	0	0	4	\$ 560
3.0	Perform Project Tasks	0	24	112	660	796	\$ 70,180
4.0	Final Report	0	10	20	24	54	\$ 5,820
	Total Hours	8	54	136	692	890	
	Billable	\$2,200	\$7,560	\$17,000	\$55,360		
Total for 2012 PMS Update - NW All Roads + NE A&C (Approximately 495 centerline miles)							\$ 82,120

2013 Update - All Roads (Except NW all Roads and NE A&C) (Approximate Mileage 862)		Hourly breakdown by Personnel					
Task (Ref to Harris Scope)	Description	Project Director	Project Manager	Project Engineer	Field/Office Technician	Total	Total \$/Task
1.0	Project Startup /Administration	8	16	8	12	44	\$ 7,220
2.0	Execute WSB	0	4	8	0	12	\$ 2,100
3.0	Perform Project Tasks	0	40	120	1580	1740	\$ 162,300
4.0	Final Report	2	16	24	28	70	\$ 9,880
	Total Hours	10	76	160	1620	1866	
	Billable	\$2,500	\$13,300	\$28,000	\$137,700		
Total for 2013 PMS Update - All Roads (Except NW all Roads and NE A&C) (Approximate Mileage 862 centerline miles)							\$ 181,500

2014 Update - NE All Roads + NW A&C (Approximately 378 centerline miles)		Hourly breakdown by Personnel					
Task (Ref to Harris Scope)	Description	Project Director	Project Manager	Project Engineer	Field/Office Technician	Total	Total \$/Task
1.0	Project Startup /Administration	8	16	5	8	37	\$ 5,638
2.0	Execute WSB	0	4	0	0	4	\$ 600
3.0	Perform Project Tasks	0	24	88	512	624	\$ 59,424
4.0	Final Report	0	16	24	20	60	\$ 7,336
	Total Hours	8	60	117	540	725	
	Billable	\$1,880	\$9,000	\$15,678	\$46,440		
Total for 2014 PMS Update - NE All Roads + NW A&C (Approximately 378 centerline miles)							\$ 72,998

2015 Update - SE All Roads + SW A&C (Approximately 466 centerline miles)		Hourly breakdown by Personnel					
Task (Ref to Harris Scope)	Description	Project Director	Project Manager	Project Engineer	Field/Office Technician	Total	Total \$/Task
1.0	Project Startup /Administration	8	16	5	8	37	\$ 5,638
2.0	Execute WSB	0	4	0	0	4	\$ 600
3.0	Perform Project Tasks	0	24	64	640	728	\$ 67,216
4.0	Final Report	0	16	16	20	52	\$ 6,264
	Total Hours	8	60	85	668	821	
	Billable	\$1,880	\$9,000	\$11,390	\$57,448		
Total for 2015 PMS Update - + SW A&C (Approximately 466 centerline miles)							\$ 79,718

Assumptions:

1. MTC PTAP 13 grant of \$60,000 awarded to the Agency to be expended for the year 2012 and will be billed directly to MTC.
2. As part of the 2013 update, entire Sonoma County pavement network will be inspected. This will NOT include 2012 update (Arterial & Collector roads in the North-East Quadrant plus all roads in the North-West Quadrant).
3. The one time update of the entire network FY 2013 will be for a total mileage of 862 CL miles.
4. The 2014 & 2015 updates will per the existing contract.
 FY 2014 - All Arterial & Collector roads in the North-West Quadrant plus all roads in the North-East Quadrant will be inspected.
 FY 2015 - All roads in the South-East Quadrant will be inspected.
5. The above fee includes direct labor and overhead costs including transportation, living expenses, communication and materials.
6. Indirect expenses (such as mileage, duplicating, and postage) are included in the totals shown above.
7. This also includes on-the-job inspection training and Streetsaver program training to the Agency staff at no additional cost.
8. Hours and fees are subject to adjustment during initial scoping session with Agency or subsequent directives from the Agency.

Schedule of Billing Rates	Hourly Rates			
	2012	2013	2014	2015
Project Director	\$225	\$230	\$235	\$235
Project Manager	\$175	\$180	\$186	\$193
Project Engineer	\$168	\$174	\$180	\$186
Field/Office Technician	\$80	\$83	\$86	\$89
VDA Technician (UDBE)	\$70	\$72	\$75	\$78

Assumptions:

1. Hourly rates above include all direct costs including travel expenses.
2. Harris may modify these rates on an annual (calendar year) basis.
3. Harris shall give County thirty (30) days prior written notice of such modification.

Project Schedule FY 2013		Months from Notice to Proceed (NTP)			
Task (Ref to Harris Scope)	Description	Jan-13	Feb 13 thru Oct 13	Nov-13	Dec-13
1.0	Project Startup /Administration	●	▲	▲	▲
2.0	Execute WSB	■			
3.0	Perform Project Tasks		■	▲	▲
4.0	Final Report			▲	★

- Meeting
- ▲ Project Status Report
- Extended Tasks
- ▨ Agency Review of Draft
- ★ Draft Project Report
- ☆ Final Project Delivery



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 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-3752

Supervisorial District(s):

First District

Title: Appointment

Recommended Actions:

Appoint Bob Higham to the Fair and Exposition Board at the pleasure of the Board effective April 16, 2013. (First District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane, 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve appointment of Linda Babonis to the Commission on the Status of Women for a two year term beginning on April 16, 2013 and ending on April 16, 2015. (Third District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
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:			
None.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 21
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-3752

Supervisorial District(s):

First District

Title: Appointment

Recommended Actions:

Reappoint Marshall Bauer to the Sonoma County Tourism Bureau Board for a two-year term, effective April 16, 2013 through April 15, 2015.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
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:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane, 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve reappointment of Ann Zimmer to the Human Rights Commission for a two year term beginning on April 16, 2013 and ending on April 16, 2015. (Third District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
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:			
None.			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Mike McGuire, 707-565-3758

Supervisorial District(s):

Fourth

Title: Reappointment

Recommended Actions:

Approve reappointment of Jan Kiely to the Commission on the Status of Women for a two year term beginning on April 16, 2013 and ending on April 16, 2015.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

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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:

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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 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Mike McGuire, 707-565-3758

Supervisorial District(s):

Fourth

Title: Reappointment

Recommended Actions:

Approve reappointment of Karen Wallace to the Commission on the Status of Women for a two year term beginning on April 16, 2013 and ending on April 16, 2015.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

None

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

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County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Gregory Guensch 547-1972

Supervisorial District(s):

Fourth

Title: Dry Creek Habitat Enhancement Demonstration Project, Phase II - Contract Award

Recommended Actions:

Authorize the Chair of the Board to execute the contract with Hanford Applied Restoration & Conservation, Sonoma, CA, \$4,085,512, for construction of the Dry Creek Habitat Enhancement Demonstration Project, Phase II, and delegate authority to the General Manager of the Sonoma County Water Agency to execute Document 00650, which is the Agreement and Release of Any and All Claims, if required.

Executive Summary:

This agenda item requests that the Board authorize the Chair to execute a contract with Hanford Applied Restoration & Conservation for the construction of Phase II of the Dry Creek Habitat Enhancement Demonstration Project which involves the construction of multiple habitat enhancement features to approximately 3500 linear feet along Dry Creek, within a 1-mile reach that extends approximately a half a mile upstream to a half a mile downstream of Lambert Road Bridge. Construction activities are to begin on June 15, 2013 and in-channel work must be complete by October 15, 2013 in order to comply with the requirements of the environmental permits. Due to the scale of the construction project, beginning construction on time is critical. Construction of this project is required for the Water Agency to meet the requirements set forth in the Russian River Biological Opinion. One additional part of the demonstration project, a small backwater habitat feature near the upstream limit of the project reach on the Seghesio property, will remain to be constructed in 2014 due to the timing of right-of-way acquisition.

Background

The Dry Creek Habitat Enhancement Demonstration Project, Phase I consisted of construction of a habitat enhancement feature along Dry Creek at the Quivera Winery approximately a half mile upstream of Lambert Bridge, northwest of the City of Healdsburg in Sonoma County, California. The feature consisted of a backwater pool with large wood habitat structures to provide rearing habitat for

salmonids during winter high flows.

The Dry Creek Habitat Enhancement Demonstration Project, Phase II (Project) consists of construction of habitat modifications within the Dry Creek Valley along a reach of Dry Creek that extends from approximately half a mile upstream of Lambert Bridge Road to half a mile downstream of Lambert Bridge Road, northwest of the City of Healdsburg in Sonoma County, California. Work will include habitat modification, new side channels, ponds, alcoves, and rock weir riffles; enhancements to existing pools through selective grading, installation of woody debris, log jams, and large boulders as anchor material; large-scale bank stabilization; vegetation planting; installation of erosion control measures; excavation; and dewatering.

After completion of the demonstration project, the Russian River Biological Opinion requires creation of 2 additional miles of habitat enhancements by 2017. These required habitat enhancements are in the preliminary design phase, and Water Agency staff are currently identifying preferred project locations and selecting a design consultant.

The Project was advertised for bids February 8, 2013 – March 15, 2013.

Bids were opened March 15, 2013.

The Water Agency received the following bids for construction of the Project:

Hanford Applied Restoration & Conservation, Sonoma, CA	\$4,085,512
Myers and Sons Construction, LP, Sacramento, CA	\$4,249,375
Granite Construction Company, Ukiah, CA	\$4,597,745
Gordon N. Ball, Inc., Alamo, CA	\$4,715,055

The Engineer's Estimate was \$4,533,913.

The lowest responsive and responsible bid is from Hanford Applied Restoration & Conservation and is \$448,401 below the Engineer's Estimate. Hanford Applied Restoration & Conservation is experienced in this type of construction and met the experience requirements.

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

Document 00670 (Escrow Bid Documents) of the Project Manual requires that the contractor submit bid preparation documents into an escrow account at a mutually agreeable institution. The documents would be available later for review by the Water Agency and contractor in case of a dispute.

Construction on the Project is scheduled to begin on June 15, 2013, with an estimated completion date of October 15, 2013.

The Water Agency recommends the Board take the following actions:

Actions:

1. Adopt and approve the Project Manual and Drawings (“plans and specifications”) entitled "Dry Creek Habitat Enhancement Demonstration Project, Phase II."
2. Authorize the Chair of the Board to execute the contract with Hanford Applied Restoration & Conservation, Sonoma, CA, \$4,085,512, for construction of the Dry Creek Habitat Enhancement Demonstration Project, Phase II, and delegate authority to the General Manager of the Sonoma County Water Agency to execute Agreement and Release of Any and All Claims, if required.

Prior Board Actions:

11/15/13 Resolution No. 11-0621 Board Action approving project, determining no significant effect on environment, adopting Mitigation Monitoring Plan, and authorizing filing of Notice of Determination.

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

Additional County explanation: The Dry Creek Habitat Enhancement Project promotes economic and environmental stewardship by restoring critical habitats for endangered salmonids in the Russian River Watershed, satisfying the requirements of the Biological Opinion in the most economically efficient and environmentally beneficial manner, and securing the ability to use Dry Creek to effectively convey water from Warm Springs Dam at flow rates that meet present and future needs. The Project also benefits the local and regional economy by providing jobs, demand for materials and equipment, and potential to attract visitors to the sites.

Water Agency Water Supply Goals and Strategies, Goal 3:

Ensure that water will be available to customers at all times, including during short- term emergencies, such as earthquakes, and long-term challenges caused by extended droughts and global climate change.

The Dry Creek Habitat Enhancement Project satisfies this goal by securing the ability to use Dry Creek as a conduit for water supply flows from Warm Springs Dam. This benefits water availability because Dry Creek is a reliable conveyance that is unlikely to fail due to natural disasters, and Warm Springs Dam is a relatively high capacity reservoir in a productive watershed, making it a source of water that is fairly resistant to the effects of drought or global climate change.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 4,084,512	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Warm Springs Dam Special Revenue Fund. Fees/Other	\$ 4,085,512
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 4,085,512	Total Sources	\$ 4,085,512

Narrative Explanation of Fiscal Impacts (If Required):

Funding source will be Warm Springs Dam Special Revenue Fund.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

NA

Attachments:

NA

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

Project Manual and Drawings



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 26

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 16, 2013

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Lynne Rosselli / 524-3771

Supervisorial District(s):

All Districts

Title: Water Rates for Fiscal Year 2013/2014

Recommended Actions:

Adopt a Resolution establishing Sonoma County Water Agency's (Water Agency) Water Rates and Charges for the Water Agency's Water Transmission System for Fiscal Year 2013/2014.

Executive Summary:

The Restructured Agreement for Water Supply (Restructured Agreement) among the Sonoma County Water Agency (Water Agency) and its eight Water Contractors requires that the operation and maintenance and capital charges for the ensuing fiscal year be established on or before April 30 annually. The rates established must meet: (1) the projected operation and maintenance expenses; (2) debt service requirements for the ensuing fiscal year; and (3) all reserve requirements established by the various bond covenants.

Under Section 1.8 of the Restructured Agreement, the Water Agency is required to submit a preliminary water transmission system budget to its Water Contractors by February first of each year. The preliminary budget for Fiscal Year 2013/2014 was sent to Water Contractors on January 16, 2013. The Water Agency met several times with Water Contractor staff to develop working drafts of the budget and on March 4, 2013, the Water Contractor's Technical Advisory Committee recommended approval of the draft budget. In February and March 2013, Water Agency staff made budget presentations and answered questions for several of the Water Contractor's elected bodies. On April 1, 2013, the Water Contractor's Water Advisory Committee unanimously recommended adoption of the proposed budget by the Water Agency's Board of Directors. An Executive Summary of the Water Transmission Budget, including projected revenues, expenses, rates and capital projects, is provided in Attachment A1 – 'Water Transmission Budget Executive Summary'.

The recommended budget represents a 3.84% to 4.95% increase from the current fiscal year as indicated in Attachment A2 – 'Fiscal Year 2013/2014 Water Charges Per Acre-Foot'. The rates will result in a 1 to 2 percent increase for households and businesses, or an average cost to households of 80 cents per day or \$.002 per gallon.

For purposes of establishing the charges for the next fiscal year, the Restructured Agreement requires the Water Agency to assume that the quantity of water to be delivered from each aqueduct of the Water Transmission System will be the same amount of water delivered during the 12 months preceding establishment of rates, or the average annual amount of water delivered during the preceding 36 months, whichever is less. The water rates calculated for Fiscal Year 2013/2014 utilize 48,609 acre-feet as a delivery estimate. This is the average annual amount of water delivered during the preceding 36 months. This amount is less than the corresponding actual deliveries during the 12 months preceding establishment of the rates.

The Fiscal Year 2013/2014 proposed budget and budget justification statements have been submitted to the County Administrator's Office in accordance with the Sonoma County's budget review procedures. Budget summaries are attached including the projected Operations and Maintenance Fund revenues and expenses for Fiscal Year 2013/2014 and projected Fiscal Year 2013/2014 ending fund balances for various other funds ('Water Rate Calculations and Budget Summaries' - Attachment A3).

Attachment A4 – 'FY 2013/2014 Revenue Summary Chart' delineates projected water use, rate changes and total revenues by Water Agency customer. The Water Transmission System Operation and Maintenance charge, the individual aqueduct charges and proposed rate increases are as follows:

Operation and Maintenance Charge

The Operations and Maintenance expenses of the Water Transmission System are the major cost components of the system. The Operations and Maintenance charge is the same for all the Agency's primary customers. The proposed O&M charge in Fiscal Year 2013/2014 is \$449.06 per acre-foot, a \$17.25 per acre-foot increase from Fiscal Year 2012/2013. The increase is due to operating transfers to fund capital projects; budgeted Operations and Maintenance costs have decreased slightly from Fiscal Year 2012/2013. Other than the operating transfer for capital projects, the Water Agency has been able to maintain stable Operations and Maintenance costs by increasing operating efficiencies and maintaining stable labor costs.

Water Conservation Program Charge

The recommended charge for the Water Conservation Program for Fiscal Year 2013/2014 is \$33.53 per acre-foot rate. This rate represents a \$0.68 per acre-foot increase from Fiscal Year 2012/2013 and is due primarily to additional staff costs to manage Integrated Regional Water Management water use efficiency grant funds. Funds collected from this charge are used primarily for the Water Education and Water Use Efficiency Programs.

Recycled Water & Local Supply Program Charge

The recommended charge for the Recycled Water & Local Supply Program for Fiscal Year 2013/2014 is \$24.23 per acre-foot, an increase of \$8.23 per acre-foot from Fiscal Year 2012/2013. Of the \$24.23, \$10 is for local water supply projects to be implemented by the City of Rohnert Park and the City of Cotati under the water contractor's voluntary local recycled water tier 2 program. The remaining \$14.23 is for Sonoma Valley and Santa Rosa Plain Groundwater Management Planning and projects proposed by the water contractors in the Water Supply Strategies Plan. Costs will be partially offset by a state grant and partner contributions to groundwater management planning.

Water Management Planning Charge

The recommended charge for the Water Management Planning Program for Fiscal Year 2013/2014 is \$0.93 per acre-foot, which represents a \$0.16 per acre-foot decrease from Fiscal Year 2012/2013. Funding requirements for this charge decreased due to completion of the 2010 Urban Water Management Plan.

Watershed Planning and Restoration Charge

The recommended charge for the Watershed Planning and Restoration Program for Fiscal Year 2013/2014 is \$81.20 per acre-foot rate, a \$0.14 per acre-foot increase over Fiscal Year 2012/2013. These funds are used to pay for a portion of the activities required of the Water Agency under the National Marine Fisheries Service's Russian River Biological Opinion.

Prudent Reserve

In June of 2003, the Water Advisory Committee formed a sub-committee to recommend a prudent reserve level for the Operations and Maintenance fund. The sub-committee deliberated and concluded that a minimum Operations and Maintenance reserve level equal to three months of operating expenditures is appropriate. For Fiscal Year 2013/2014, the ending fund balance in the Operations and Maintenance fund is projected to be \$11.5 million which exceeds the estimated three month Operations and Maintenance reserve of \$5.1 million. Funds above the Operations and Maintenance reserve are intended to fund the Mirabel Fish Ladder Replacement project and other capital projects. The projected fund balance satisfies the Water Advisory Committee recommendation. Thus, Water Agency staff is not recommending a fund balance restoration charge for Fiscal Year 2013/2014.

Aqueduct Capital Fund Charges

The Fiscal Year 2013/2014 rates include a \$29 per acre-foot aqueduct Capital Fund charge for all three aqueducts (Santa Rosa, Petaluma and Sonoma). The aqueduct capital charge is used to continue accumulating funds for carrying out large capital replacement projects on the respective aqueducts, pursuant to the terms of the Restructured Agreement. This charge was included at the request of the Technical Advisory Committee, was approved by the Water Advisory Committee, and will also help minimize future rate spikes.

Debt Service Charges

The Water Agency issued Water Revenue Bonds 2003 Series A for \$15,700,000 in January 2003 to finance the construction of three projects – the Kawana Springs Tank #2, the Wohler-Forestville Pipeline, and the Eldridge-Madrone Pipeline. In Fiscal Year 2012/2013, the Water Agency refinanced \$12,275,000 of Water Revenue Bond Series 2003A (now Water Revenue Bonds 2012A), at 2.8 percent interest which resulted in \$2,120,000 in net present value savings or approximately \$135,000 per year over the life of the bonds through June 30, 2033. The Water Agency achieved an estimated 0.2% reduction in the interest rate as a result of a credit rating increase from Standard and Poor's from AA- to AA and a stable credit rating from FitchRatings of AA+. Debt for construction of Collector 6 in 2006 was financed through a \$15,900,000 State Revolving Fund loan.

The Water Agency issued Water Revenue Bonds 2006 Series A for \$11,500,000 near the end of the Fiscal Year 2005/2006 to provide funds for the remaining construction and startup costs for Collector No. 6, the portion of the Kawana Springs Tank #2 that cannot be covered by the last series of revenue bonds, acquisition of capacity in the Oakmont Pipeline and various other projects and project-related studies within the Common and Storage Facilities Funds.

The Fiscal Year 2013-2014 bond and loan charges are summarized in Attachment 5.

Prior Board Actions:			
04/24/2012: Board established water rates and charges for Water Agency's water transmission system for Fiscal Year 2012/2013			
Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
This supports Goal 2 by responsibly managing Water Agency finances.			
Water Agency Organizational Goals and Strategies, Goal 2: Responsibly manage Water Agency finances.			
Fiscal Summary - FY 12-13			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ -0-	Water Agency Gen Fund	\$ -0-
Add Appropriations Req'd.	\$ -0-	State/Federal	\$ -0-
	\$	Fees/Other	\$ -0-
	\$	Use of Fund Balance	\$ -0-
	\$	Contingencies	\$ -0-
	\$		\$
Total Expenditure	\$ -0-	Total Sources	\$ -0-
Narrative Explanation of Fiscal Impacts (If Required):			
There is no fiscal impact on FY 12/13 as the proposed rates become effective in FY 13/14. Increased water sales are anticipated to result in \$3.576 million in additional budgeted revenue in 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):			
None.			
Attachments:			
Resolution; Attachments 1, 2, 3, 4, and 5			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma
State of California

Date: April 16, 2013

Item Number: _____

Resolution Number: _____

Santa Rosa, California

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency, State Of California, Establishing Water Rates And Charges For The Water Agency's Water Transmission System For Fiscal Year 2013-2014. (All Districts).

Now, Therefore, Be It Resolved by the Board of Directors of the Sonoma County Water Agency that the following rates and charges be and they are hereby established as rates and charges for water service from the Sonoma County Water Agency's Water Transmission System for water delivered during Fiscal Year 2013 – 2014.

**CHARGES PER ACRE-FOOT FOR WATER USED FOR
MUNICIPAL PURPOSES BY WATER CONTRACTORS ***

	<u>Santa Rosa Aqueduct</u>	<u>Petaluma Aqueduct</u>	<u>Sonoma Aqueduct</u>
Operations & Maintenance Charge	\$449.06	\$449.06	\$449.06
Water Management Planning Sub-charge Watershed	\$0.93	\$0.93	\$0.93
Planning/Restoration Sub-charge	\$81.20	\$81.20	\$81.20
Recycled Water & Local Supply Sub-charge	24.23	24.23	24.23
Water Conservation Sub-charge	\$33.53	\$33.53	\$33.53
SUBTOTAL	\$588.95	\$588.95	\$588.95

Revenue Bonds Charges

Aqueduct Rev. Bonds Charge	0.00	0.00	63.45
Storage Fac. Rev. Bonds Charge	21.04	21.04	21.04
Common Fac. Rev. Bonds Charge	66.31	66.31	66.31
Aqueduct Capital Charge	29.00	29.00	29.00
TOTAL	\$705.30	\$705.30	\$768.75

*Water Contractors are the cities of Cotati, Petaluma, Rohnert Park, Santa Rosa, Windsor, and Sonoma, and the North Marin and Valley of the Moon Water Districts. All water contractors with the exception of North Marin Water District utilize the Agency's storage facilities. North Marin Water District does not pay a charge for storage.

File: 60-2-1 General (Policy & Rates)

WATER CHARGES TO OTHER THAN WATER CONTRACTORS

Monthly Meter Charge

1" meter or smaller	\$24.00
1½" meter	25.00
2" meter	26.00
3" meter	28.00
4" meter	29.00
6" meter	180.00
8" meter	197.00
10" meter	\$220.00

WHOLESALE CHARGE FOR WATER USED FOR MUNICIPAL PURPOSES **\$922.50 / A.F.**

Water purchased by private parties and water companies engaged in retail sale of water to others and all tax-supported public agencies.

FORESTVILLE CHARGE **\$676.30 / A.F.**

Forestville's charge is the same as the total charge for Prime Contractors for water delivered from the Santa Rosa aqueduct except for the first ten years following the Restructured Agreement for Water Supply, Forestville shall not pay the Santa Rosa Aqueduct Capital Charge. Forestville to begin paying the Santa Rosa Aqueduct Capital Charge in FY 17/18.

WINDSOR CHARGE **\$846.35 / A.F.**

Town of Windsor is charged 120% of the highest charge for any other prime contractor on the Santa Rosa Aqueduct from FY 06/07 to FY 21/22. Town of Windsor pays all subcharges on all water they divert from the Russian River using their equipment.

CHARGE FOR SURPLUS WATER

Non-Municipal use (primarily for irrigation) meter charge + **\$706.73 / A.F.**

Municipal use (groundwater recharge/recreational lakes) **\$706.73 / A.F.**

CHARGE FOR FIRE SERVICE

Annual charge of \$300.00

Annual inspection and certification for back-flow prevention.

CHARGE FOR HYDRANT

Annual charge of \$64.00

Unmetered hydrants for fire protection.

CHARGE FOR THIRD OFF-PEAK SURPLUS WATER

\$846.77 / A.F.

Marin Municipal Water District includes Russian River Conservation and Project Charges.

CHARGE FOR SUPPLEMENTAL WATER

\$762.97 / A.F.

Marin Municipal Water District includes Russian River Conservation and Project Charges.

RUSSIAN RIVER CONSERVATION CHARGE

\$63.30 / A.F.

Applicable to North Marin and Marin Municipal
Water Districts.

RUSSIAN RIVER PROJECTS CHARGE

\$14.72 / A.F.

Applicable to North Marin and Marin Municipal
Water Districts.

**NORTH MARIN REVENUE BONDS
CHARGE**

\$50.30 / A.F.

Applicable to North Marin Water
District.

WATER SERVICE INSTALLATION CHARGES

(1) All new installations (hydrants and meters) will be quoted on a case-by-case basis by the Agency.

(2) Price for meters and hydrant, includes piping for a maximum distance from aqueduct of 10 feet.

(3) Temporary Meter Installation - To be installed and disassembled by Agency. The backflow device shall be specified by the Agency, but may be provided by the applicant. Meter may be provided by the applicant. Testing of the backflow device and accuracy testing of the meter will be accomplished by the Agency. The temporary meter installation charge will be quoted by the Agency.

Directors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

FY 13-14 Water Transmission Budget

Overview

The proposed budget for FY 2013–2014 continues to be based on accomplishing a focused set of goals centered around the Water Agency’s Water Supply Strategy Action Plan, including the required elements of the Biological Opinion, continued implementation of hazard mitigation and reliability projects, and normal maintenance of facilities. Whenever possible, alternative sources of revenue such as federal and state grants, existing fund balances, and a loan from the aqueduct capital funds will be used to finance capital projects. In the case of the loan, the capital projects common facilities fund will pay principal and interest to the aqueduct capital funds thus postponing the expense of a large bond issuance until outside financing is required. Additionally, per agreement with the Technical Advisory Committee, a discretionary aqueduct capital charge is included in the budget to build fund balance for future capital projects and avert rate spikes in subsequent years.

Deliveries

As required by the Restructured Agreement for Water Supply, the budget year forecast deliveries are based on the past 12 months actual deliveries or the 12 month average over the past 36 months, whichever is smaller. The 12 month actual deliveries through December 2012 were 52,427 acre feet and the annual average over the last 36 months was 48,609 acre feet. Therefore, 48,609 acre feet are used to calculate rates in the DRAFT budget submitted to the water contractors. This is a 5.8% increase in water deliveries from the 45,960 acre feet used for the FY 2012-2013 budget and rates.

Rates

The resulting rates are shown below:

Charge / Aqueduct	Santa Rosa	Petaluma	Sonoma
O&M	\$449.06	\$449.06	\$449.06
Water Management Planning	\$0.93	\$0.93	\$0.93
Watershed Planning & Restoration	\$81.20	\$81.20	\$81.20
Recycled Water & Local Supply	\$14.23	\$14.23	\$14.23
Water Conservation	\$33.53	\$33.53	\$33.53
Total O&M	578.95	578.95	578.95
Storage and Common Bond and Loan Charges	\$87.35	\$87.35	\$87.35
Sonoma Aqueduct Bond Charge			63.45
Total Prime without Local Supply and Capital	\$666.30	\$666.30	\$729.75
<i>Percent Change from FY 12-13 Budget</i>	<i>1.60%</i>	<i>1.60%</i>	<i>0.78%</i>
Aqueduct Capital Charges (build fund balance for future projects)	29.00	29.00	29.00
Local Recycled Water Tier 2 Program	10.00	10.00	10.00
Prime Contractors	39.00	39.00	39.00
<i>Percent Change</i>	<i>3.35%</i>	<i>3.35%</i>	<i>3.06%</i>
Total Prime Contractors	\$705.30	\$705.30	\$768.75
Total Percent Change from FY 12-13 Budget	4.95%	4.95%	3.84%

▪ Water Transmission System Fund

▪ Revenues

The total revenue of the Water Transmission System Agency Fund is budgeted to increase by 10.96% or \$3,575,491 to \$36,186,166. This total revenue is comprised of numerous revenue categories, the biggest of which is water sales. Other revenue sources are grants, power sales, meter service installation charges, and interest on cash balances.

Water rates and therefore water revenues will not increase enough to pay for all of the budgeted capital expenses on a “pay-go” basis. Some additional borrowing is planned to make up this difference.

▪ Expenses

Expenses for operations and maintenance, capital improvement projects, and main sub-funds are as follows:

	FY 12-13 Budget	FY 13-14 Requested	Change
Operations and Maintenance	\$19,614,750	\$19,049,500	(\$565,250)
Capital Projects	13,261,000	\$ 6,710,000	\$ (6,551,000)
Water Management Planning	\$50,000	\$45,000	(\$5,000)
Watershed Planning and Restoration	\$3,725,600	\$3,947,000	\$221,400
Recycled Water and Local Supply	\$985,000	\$1,312,685	\$327,685
Water Conservation	\$1,510,000	\$2,270,000	\$760,000
Totals	\$39,146,350	\$33,334,185	(\$5,812,165)

Capital Projects

▪ Storage

- Petaluma AQ Relocation - Kastania \$240,000
- Kawana-Ralphine-SBS Pipeline Study \$150,000
- Ralphine Tanks Flow Thru Conversion \$200,000
- 24" Oakmont Pipeline Replacement \$100,000

▪ Pipeline

- SR Aqueduct Sonoma Avenue (Rodgers Creek Fault) \$60,000
- SBS Electrical Upgrade and Pumping Reliability \$200,000
- SBS Storage Building \$150,000

▪ Common

- Isolation Valves \$320,000
- Air Valves \$290,000
- Russian River Crossing \$320,000
- Mark West Creek Crossing \$280,000
- Collector 6 Liquefaction Mitigation \$200,000
- Mirabel Fish Screen-Fish Ladder \$2,950,000
- Billing Meter Replacement & measure chambers for OMNI meters \$700,000
- Water Agency Westside Facility - \$350,000 (offsetting revenue \$350,000)
- Mirabel Surge Control \$200,000

WATER TRANSMISSION SYSTEM
 FY 13-14 WATER CHARGES PER ACRE-FOOT
 FOR PRIME CONTRACTORS

	SANTA ROSA AQUEDUCT	% INCR. (DECR.)	PETALUMA AQUEDUCT	% INCR. (DECR.)	SONOMA AQUEDUCT	% INCR. (DECR.)
2013/14	705.30	4.95%	705.30	4.95%	768.75	3.84%
2012/13	672.03		672.03		740.34	
2011/12	634.11		634.11		703.33	
2010/11	603.92		603.92		674.47	
2009/10	564.78		564.78		622.11	
2008/09	471.13		511.13		486.22	
2007/08	441.70		461.70		453.49	
2006/07	431.29		451.29		442.60	
2005/06	412.68		432.68		424.53	
2004/05	402.51		422.51		414.42	
2003/04	393.89		413.89		407.95	
2002/03	387.49		397.90		387.43	
2001/02	383.29		384.02		373.38	
2000/01	330.76		331.61		320.74	

CHARGE PER ACRE FOOT:

	Santa Rosa Aqueduct	Petaluma Aqueduct	Sonoma Aqueduct
PRIME CONTRACTORS			
O&M Charge [4.2]	\$449.06	\$449.06	\$449.06
Water Management Planning Sub-charge [4.13]	\$0.93	\$0.93	\$0.93
Watershed Planning/Restoration Sub-charge [4.14]	\$81.20	\$81.20	\$81.20
Recycled Water & Local Supply Sub-charge [4.15]	\$24.23	24.23	24.23
Water Conservation Sub-charge [4.16]	\$33.53	33.53	33.53
O&M Charge	<u>\$588.95</u>	<u>\$588.95</u>	<u>\$588.95</u>
<u>Capital Charges - to build fund balance for future projects</u>			
Aqueduct Facilities Capital Charges [4.6 e]	\$29.00	\$29.00	\$29.00
<u>Bond & Loan Charges - to pay for existing debt service</u>			
Storage Facilities Capital Charge [4.7]	21.04	21.04	21.04
Common Facilities Capital Charge [4.8]	66.31	66.31	66.31
Aqueduct Facilities Capital Charges [4.6 b]			63.45
<i>Total Capital Charges</i>	<u>\$87.35</u>	<u>\$87.35</u>	<u>150.80</u>
TOTAL PRIME CONTRACTORS	\$705.30	\$705.30	\$768.75
Charge without LRT2 and voluntary AQ capital Charge	\$666.30	\$666.30	\$729.75
OTHER AGENCY CUSTOMERS/WHOLESALE CHARGES			
<u>(WATER CO'S & PUBLIC AGENCIES)</u>			
O&M Charge	\$588.95	\$588.95	\$588.95
Capital Charges	87.35	87.35	150.80
Aqueduct Facilities Capital Charge	\$246.20	\$246.20	\$182.75
TOTAL OTHER AGENCY CUSTOMERS/WHOLESALE CHARGES (4.12)	<u>\$922.50</u>	<u>\$922.50</u>	<u>\$922.50</u>
<i>(120% OF HIGHEST PRIME)</i>			
FORESTVILLE			
O&M Charge [4.2] *	\$449.06		
Water Management Planning Sub-charge [4.13]	0.93		
Watershed Planning/Restoration Sub-charge [4.14]	81.20		
Recycled Water & Local Supply Sub-charge [4.15]	24.23		
Water Conservation Sub-charge [4.16]	33.53		
O&M Charge	<u>\$588.95</u>		
<u>Bond & Loan Charges - to pay for existing debt service</u>			
Aqueduct Facilities Capital Charges [4.6]	0.00		
Storage Facilities Capital Charge [4.7]	21.04		
Common Facilities Capital Charge [4.8]	66.31		
<i>Total Capital Charges</i>	<u>\$87.35</u>		
TOTAL FORESTVILLE	\$676.30		
* Forestville Water District exempt from Santa Rosa Aqueduct sub-charge from FY 06/07 to FY 16/17 [4.12].			
NORTH MARIN WATER DISTRICT			
O&M Charge		\$588.95	Note: N. Marin does not pay an Aq Capital Charge.
North Marin Bond & Loan Charge [4.9]		50.30	
Russian River Conservation Charge [4.18 (a)]		63.30	
Russian River Projects Charge [4.18 (b)]		14.72	
TOTAL NORTH MARIN WATER DISTRICT		<u>717.27</u>	
THIRD OFF-PEAK (MARIN MUNICIPAL)			
Highest Prime		\$768.75	
Russian River Conservation Charge		63.30	
Russian River Projects Charge		14.72	
TOTAL THIRD OFF-PEAK		<u>\$846.77</u>	
SUPPLEMENTAL (MARIN MUNICIPAL)			
O&M Charge		\$588.95	
Capital Charge [4.11 (b)]		96.00	
Russian River Conservation Charge		63.30	
Russian River Projects Charge		14.72	
TOTAL SUPPLEMENTAL		<u>\$762.97</u>	
SURPLUS			
Non-Municipal / Municipal [4.11 (a)]	\$706.73	\$706.73	\$706.73
<i>(120% of O&M Charge)</i>			
Town of Windsor		\$846.35	
Town of Windsor is charged 120% of the highest charge for any other prime contractor on the Santa Rosa Aqueduct from FY 06/07 to FY 21/22 [4.17 (a)]. Town of Windsor pays all subcharges [4.13, 4.14, 4.15, and 4.16] on all water they divert from the Russian River using their equipment [4.17 (b)].			
	\$846.35		

The applicable section of the Restructured Agreement has been indicated in brackets.

FY 2013-14 BUDGET
SONOMA COUNTY WATER AGENCY
Operations and Maintenance Rate Computation

O & M REVENUE REQUIREMENT

FY 13-14 ESTIMATED FISCAL YEAR EXPENDITURES \$41,249,030

LESS:

Depreciation/Amortization	5,829,000
Investment Income, Interest on Pooled Cash, Charges for Services	85,000
Power Sales	800,000
PWRPA Pre-paid Expense - FY 08/09 Rate Reduction- <i>One time only</i>	
"Mandatory Prudent Reserve" charge	0
Recycled Water funds (Sub-object 7277) taken from special reserve	0
Transfers Out	11,840,530

REVENUE REQUIREMENT (Net Expenditures)	\$22,694,500
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O & M ACRE FOOT BASE

AVERAGE DELIVERIES - PAST **12** MONTHS **48,608.9**

LESS:

Marin Municipal	5,818.1
Surplus (Irrigation)	117.0

TOTAL BASE DELIVERIES	42,673.7
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O & M RATE COMPUTATION:

Rate = Revenue Requirement - (Marin Muni Off Peak Deliveries x Highest Prime Rate)
- (Marin Muni Surplus Deliveries x (O&M Charge + Capital Charge))
Total Deliveries - Surplus Deliveries - Marin Muni Past 36 Months Deliveries

$$= \frac{22,694,500 - (4,300.00 \times 628.86) - (1,518.12 \times 545.06)}{48,608.9 - 117.0 - 5,818.1}$$

* = **\$449.06**

**SCHEDULE OF WATER DELIVERIES BY AQUEDUCT
PAST 36 MONTHS / 12 MONTHS AVERAGE**

		DELIVERING AQUEDUCT				Monthly Total
		Santa Rosa	Petaluma	Forestville	Sonoma	
36	Jan-10	928.4	1,781.2	19.8	432.1	3,161.5
35	Feb-10	1,000.7	1,754.1	23.2	417.3	3,195.4
34	Mar-10	1,283.1	2,172.1	24.7	525.4	4,005.2
33	Apr-10	903.5	1,374.8	21.0	442.0	2,741.2
32	May-10	1,270.8	1,482.9	26.0	621.1	3,400.8
31	Jun-10	1,883.7	2,061.9	43.9	863.0	4,852.4
30	Jul-10	1,914.8	2,156.8	45.1	886.9	5,003.6
29	Aug-10	1,934.1	2,616.2	54.9	1,077.9	5,683.1
28	Sep-10	1,560.0	2,158.2	47.3	916.7	4,682.3
27	Oct-10	1,355.7	1,906.8	38.0	779.9	4,080.4
26	Nov-10	1,145.1	1,614.3	24.6	547.4	3,331.4
25	Dec-10	1,188.7	1,982.0	23.7	516.6	3,711.0
24	Jan-11	965.7	1,446.8	19.8	420.4	2,852.8
23	Feb-11	996.1	1,574.5	17.9	421.7	3,010.3
22	Mar-11	945.0	1,308.7	19.3	424.2	2,697.1
21	Apr-11	1,044.8	1,295.4	21.8	516.5	2,878.5
20	May-11	1,722.0	2,407.1	36.4	954.1	5,119.6
19	Jun-11	1,331.5	1,883.3	32.5	747.8	3,995.1
18	Jul-11	1,503.0	2,218.8	39.4	922.5	4,683.8
17	Aug-11	2,204.3	2,676.0	55.1	935.9	5,871.2
16	Sep-11	1,323.5	2,206.3	41.7	844.9	4,416.4
15	Oct-11	784.5	1,557.1	29.3	680.6	3,051.5
14	Nov-11	1,031.6	1,641.7	29.0	634.3	3,336.6
13	Dec-11	1,340.0	1,861.8	27.2	409.0	3,638.1
12	Jan-12	1,122.8	1,803.1	19.3	317.2	3,262.3
11	Feb-12	1,097.3	1,739.7	20.8	288.6	3,146.4
10	Mar-12	1,032.2	1,678.9	19.5	394.0	3,124.7
9	Apr-12	974.7	1,659.2	21.0	456.5	3,111.4
8	May-12	1,441.1	3,001.3	42.4	1,054.6	5,539.3
7	Jun-12	1,424.2	2,874.7	43.0	1,003.0	5,345.0
6	Jul-12	1,995.2	3,448.9	57.1	1,340.7	6,841.9
5	Aug-12	1,716.5	2,625.7	48.0	1,130.6	5,520.8
4	Sep-12	1,612.1	2,357.0	49.8	850.8	4,869.8
3	Oct-12	1,711.9	2,533.2	47.8	1,085.6	5,378.5
2	Nov-12	936.7	1,649.3	22.9	556.9	3,165.8
1	Dec-12	873.7	1,735.8	19.5	492.2	3,121.3
Total Deliveries		47,499.1	72,245.5	1,172.9	24,909.0	145,826.6
3-Year Annual Average		15,833.0	24,081.8	391.0	8,303.0	48,608.9
Past 12 Months		16,404.8	27,232.8	419.0	8,887.5	52,427.2
Total Deliveries		47,499.1	72,245.5	1,172.9	24,909.0	145,826.6
Less: North Marin			20,376.0			20,376.0
Marin Municipal			17,454.4			17,454.4
Sonoma Co. Deliveries		47,499.1	34,415.2	1,172.9	24,909.0	107,996.2
3-Year Annual Average		15,833.0	11,471.7	391.0	8,303.0	35,998.7

SONOMA COUNTY WATER AGENCY

SCHEDULE OF ACTUAL PRIOR 12 MONTHS WATER DELIVERIES IN ACRE FEET (BY CUSTOMER TYPE)
 JANUARY 12 THROUGH DECEMBER 12 (Applicable Years as Indicated)

Using Jan-Dec 2012:

Aqueduct No.	FEB 12	MAR 12	APR 12	MAY 12	JUN 12	JUL 12	AUG 12	SEPT 12	OCT 12	NOV 12	DEC 12	JAN 12	TOTAL
<u>PRIMES</u>													
1 City of Santa Rosa	1,089.4	1,090.6	1,117.9	1,848.4	1,861.3	2,586.6	2,235.6	1,894.3	2,200.3	1,192.0	1,103.4	1,134.1	19,353.9
2 City of Petaluma	423.8	438.0	396.0	846.7	994.2	1,233.3	977.1	921.7	962.2	520.9	499.0	434.5	8,647.4
2 North Marin Water Dist.	430.1	444.2	446.6	1,021.0	1,002.4	1,200.1	878.0	786.1	730.1	298.4	395.2	346.6	7,978.6
2 City of Rohnert Park	247.0	244.7	275.4	434.0	391.2	515.7	393.0	248.9	303.5	291.4	299.8	261.9	3,906.4
2 City of Cotati	27.4	26.8	23.1	53.0	62.9	72.4	52.8	54.5	57.5	31.4	27.3	26.9	516.1
1 Town of Windsor	43.9	74.6	26.0	24.0	27.0	34.5	31.6	26.3	24.6	22.7	19.7	31.6	386.6
4 City of Sonoma	91.9	100.7	101.0	229.7	219.2	280.3	218.2	218.1	242.0	107.3	69.4	102.9	1,980.7
4 Valley of the Moon Dist.	144.2	139.8	157.2	295.6	244.4	336.0	271.8	240.2	242.0	152.2	155.7	155.1	2,534.1
TOTAL PRIMES	2,497.5885	2,559.4	2,543.3	4,752.3	4,802.6	6,258.9	5,058.0	4,390.3	4,762.2	2,616.2	2,569.4	2,493.7	45,303.9
<u>OTHER AGENCY CUSTOMERS</u>													
1 Larkfield Water Co	4.8	10.1	11.2	44.4	46.2	57.7	43.2	48.8	49.8	5.4	6.0	3.4	330.9
2 Penngrove Water Co	9.6	9.4	9.2	19.5	19.9	25.8	19.8	18.3	19.5	9.8	9.9	10.3	181.0
4 Lawndale Mutual	3.7	3.5	4.4	7.9	9.0	12.3	9.3	8.5	8.8	2.7	1.7	3.8	75.6
4 Kenwood Village Water Co	0.3	0.3	0.5	0.5	0.5	0.6	0.5	0.4	0.5	0.2	0.2	0.2	4.5
3 Forestville Co Water Dist.	20.9	19.5	21.1	43.1	43.5	57.7	48.6	50.2	48.3	23.2	19.7	19.4	415.4
1 Other Gov-Santa Rosa Aq	0.1	0.2	0.2	0.4	0.6	0.7	0.3	0.4	0.7	0.6	0.6	0.2	5.0
2 Other Gov-Petaluma Aq	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4 Other Gov-Sonoma Aq	0.5	0.5	0.6	0.9	1.6	2.0	1.7	1.4	1.3	0.6	0.6	0.6	12.4
TOTAL OTHER AGY. CUST	40.0	43.6	47.1	116.7	121.3	156.9	123.4	128.1	128.8	42.6	38.7	37.8	1,024.9
<u>OFF-PEAK CUSTOMERS</u>													
2 Marin Municipal	607.0	519.7	513.0	638.5	408.5	403.9	321.2	337.1	471.3	503.3	509.4	728.5	5,961.5
<u>SURPLUS CUSTOMERS</u>													
1 Irrigation-Santa Rosa Aq	0.2	0.3	6.1	4.4	6.5	9.2	7.7	5.3	7.1	0.2	0.2	0.3	47.5
2 Irrigation-Petaluma Aq	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4 Irrigation-Sonoma Aq	1.6	1.7	1.8	27.3	6.1	13.0	10.5	9.0	9.1	3.6	3.6	2.1	89.4
TOTAL SURPLUS CUST.	1.8	2.0	8.0	31.8	12.6	22.2	18.2	14.3	16.2	3.8	3.8	2.4	136.9
TOTAL DELIVERIES	3,146.4380	3,124.7	3,111.4	5,539.3	5,345.0	6,841.9	5,520.8	4,869.8	5,378.5	3,165.8	3,121.3	3,262.3	52,427.2

**FY 2013-14 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Water Transmission System Agency Fund

Section/Index No:

675108

Subsubject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
BEGINNING FUND BALANCE	6,810,780	8,887,459		11,277,940		
REVENUES						
<u>USE OF MONEY / PROPERTY</u>						
1700 Interest on Pooled Cash	130,043	116,620	30,250	65,000	34,750	114.88%
1701 Interest Earned	0	0	0	0	0	N/A
1800 Rents /Concessions	0	0	0	0	0	N/A
1801 Rent - Real Estate	450	0	0	0	0	N/A
SUBTOTAL	130,493	116,620	30,250	65,000	34,750	114.88%
<u>INTERGOVERNMENTAL REVENUES</u>						
2400 State - Disaster Relief	0	0	0	0	0	N/A
2680 Federal - Disaster Relief	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
<u>CHARGES FOR SERVICES</u>						
3666 Meter Service / Install	30,047	29,971	20,000	20,000	0	0.00%
3980 Revenue Applicable to PY	18	4,869	0	0	0	N/A
SUBTOTAL	30,064	34,840	20,000	20,000	0	0.00%
<u>MISCELLANEOUS REVENUES</u>						
4039 Sale - Power	612,817	750,000	800,000	800,000	0	0.00%
4040 Miscellaneous Revenues	59,788	8,436	0	0	0	N/A
4102 Donations/ Reimb.	15,049	(4,644)	2,000	2,000	0	0.00%
4109 Outdated Warrants	7	0	0	0	0	N/A
4116 Insurance Reimbursement	66,395					
4161 Water Sales - O&M	22,136,060	22,638,342	21,129,137	23,190,252	2,061,115	9.75%
4162 Comm. Rev. Bd. Charge	2,242,872	2,441,108	2,636,003	2,379,338	(256,665)	(9.74%)
4163 Storage Rev. Bd. Charge	813,508	885,410	807,647	754,889	(52,758)	(6.53%)
4164 Sonoma Aq. Rev. Charge	313,520	312,515	294,056	255,665	(38,391)	(13.06%)
4166 SR Aq. Capital Charge	58,777	179,970	211,891	530,275	318,384	150.26%
4167 Petaluma Aq. Cap. Chg.	0	146,903	207,512	789,750	582,238	280.58%
4168 Sonoma Aq. Cap. Charge	0	82,209	72,230	257,736	185,506	256.83%
4169 NM Revenue Bd. Charge	274,523	503,371	379,349	341,611	(37,738)	(9.95%)
4175 Water Mgmt Planning Sub-charge	210,998	57,146	50,000	45,000	(5,000)	(10.00%)
4176 Watershed Planning/Rest Sub-charge	2,751,987	4,249,791	3,725,600	3,947,000	221,400	5.94%
4177 Recycled Water & Local Supply Sub-charge	914,520	838,414	735,000	1,177,685	442,685	60.23%
4178 Water Conservation Sub-charge	1,586,412	1,722,457	1,510,000	1,630,000	120,000	7.95%
4303 State Grant	23,988	0	0	0	0	N/A
4600 Sale - Fixed Assets	8,037					
SUBTOTAL	32,089,258	34,811,427	32,560,425	36,101,202	3,540,776	10.87%
<u>OTHER FINANCING SOURCES</u>						
4625 Operating Transfer In	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL REVENUES	32,249,815	34,962,887	32,610,675	36,186,202	3,575,526	10.96%

Section Title:

Water Transmission System Agency Fund

Section/Index No:

675108

Subobject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
EXPENDITURES						
SERVICES AND SUPPLIES						
6020 Clothing / Personal	13,380	16,200	0	0	0	N/A
6040 Communications	70,769	72,800	75,000	75,000	0	0.00%
6060 Food	859	900	0	0	0	N/A
6080 Household Expense	45	1,400	0	0	0	N/A
6084 Janitorial Supplies	0	0	1,000	0	(1,000)	(100.00%)
6085 Janitorial Services	465	475	0	0	0	N/A
6104 Fire Insurance	0	0	0	0	0	N/A
6110 Reimb of Emp Damage	0	70				
6140 Maintenance - Equipment	687,420	580,700	1,200,000	1,125,000	(75,000)	(6.25%)
6180 Maintenance - Buildings	199,069	263,900	0	0	0	N/A
6190 Landscaping Service	1,335	1,100	0	0	0	N/A
6233 Maintenance - Proj Outside	0	0	0	0	0	N/A
6262 Laboratory Supplies	12,465	21,550	25,000	25,000	0	0.00%
6280 Memberships	19,694	45,000	77,500	75,000	(2,500)	(3.23%)
6300 Miscellaneous	0	0	0	0	0	N/A
6400 Office Expense	4,930	5,400	2,000	5,000	3,000	150.00%
6410 Postage	5,926	6,000	1,000	5,000	4,000	400.00%
6415 Books/Periodicals	1,132	2,000	1,000	2,000	1,000	100.00%
6430 Printing	512	500	1,000	2,000	1,000	100.00%
6461 Supplies / Expenses	23,558	24,300	50,000	50,000	0	0.00%
6500 Professional / Special Svcs	0	0	0	0	0	N/A
6512 Testing / Analysis	55,357	112,700	135,000	135,000	0	0.00%
6516 Data Processing Services	8,453	14,600	5,000	10,000	5,000	100.00%
6522 District Services	0	0	0	0	0	N/A
6523 District Operations	9,311,702	10,100,000	9,800,000	9,800,000	0	0.00%
6540 Contract Services	67,400	130,000	30,000	215,000	185,000	616.67%
6553 Contract-Security Services	7,698	0	25,000	25,000	0	0.00%
6570 Consultant Services	207,314	250,000	1,395,750	985,000	(410,750)	(29.43%)
6589 Permits	32,869	27,800	6,000	10,000	4,000	66.67%
6590 Engineering Services	0	0	0	0	0	N/A
6595 Feasibility Study	0	0	0	0	0	N/A
6610 Legal Services	14,843	17,000	50,000	50,000	0	0.00%
6616 Change of Venue	0	0	0	0	0	N/A
6635 Fiscal Agent Fees	0	0	0	0	0	N/A
6654 Medical Examinations	0	0	0	0	0	N/A
6706 Water Quality	0	0	0	0	0	N/A
6710 Film Program	0	0	0	0	0	N/A
6800 Public/Legal Notices	0	2,000	5,000	5,000	0	0.00%
6820 Rents and Leases-Equip	252,971	85,000	85,000	85,000	0	0.00%
6840 Rents and Leases-Bldg/Imp	629	0	0	0	0	N/A
6880 Small Tools - Instruments	119,832	134,000	90,000	100,000	10,000	11.11%
6889 Software	8,111	26,000	120,000	0	(120,000)	(100.00%)
6890 Computer Hardware	3,544	4,800	10,000	10,000	0	0.00%
7035 Signs	543	150				
7052 Out of State Use Tax	0	0	0	0	0	N/A
7110 Professional Development Admin Mgmt	0	0	0	0	0	N/A
7120 Training-in-Service	12,101	13,300	18,000	15,000	(3,000)	(16.67%)
7130 Tuition / Textbook	0	0	0	0	0	N/A
7201 Gas / Oil	12,233	56,000	5,000	5,000	0	0.00%
7206 Equipment Usage Charge	777,051	852,400	750,000	600,000	(150,000)	(20.00%)
7212 Chlorine Chem/Recorder	797,799	805,000	850,000	850,000	0	0.00%
7217 State Permits / Fees	5,996	1,100	40,000	30,000	(10,000)	(25.00%)
7247 Water Conservation Prog	0	0	0	0	0	N/A
7250 Reimbursable Projects	2,361	100	2,000	2,000	0	0.00%
7277 Recycled Water Use Prog	0	0	0	0	0	N/A
7296 FERC Fees / Costs	0	0	5,000	5,000	0	0.00%
7297 Riverfront Park Levee Maintenance	2,520	40,000	40,000	25,000	(15,000)	(37.50%)
7301 County Car Expense	0	0	0	0	0	N/A

Section Title:

Water Transmission System Agency Fund

Section/Index No:

675108

Subsubject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
7302 Travel Expense	12,080	15,000	20,000	20,000	0	0.00%
7303 Private Car Expense	2,653	2,000	2,000	2,500	500	25.00%
7320 Utilities	264	270	1,000	1,000	0	0.00%
7394 Power	3,996,830	4,000,000	4,691,500	4,700,000	8,500	0.18%
7480 Expense applicable to Prior Year	0	0	0	0	0	N/A
SUBTOTAL	16,754,714	17,731,515	19,614,750	19,049,500	(565,250)	(2.88%)
<u>OTHER CHARGES</u>						
7920 Interest Expense	0	120,618	43,146	45,000	1,854	4.30%
7924 Interest-PY	(10,091)	0	0	0	0	N/A
7980 Depreciation	5,542,451	5,486,202	5,700,000	5,700,000	0	0.00%
7981 Amortization	27,110	27,110	129,000	129,000	0	0.00%
8010 Contribution to Non-County	0	0	0	0	0	N/A
8090 Loss on Fixed Assets	0	0	0	0	0	N/A
SUBTOTAL	5,559,470	5,633,930	5,872,146	5,874,000	1,854	0.03%
<u>FIXED ASSETS</u>						
8510 Buildings / Improvements	42,344	0	70,000	70,000	0	0.00%
8515 Engineering Costs	3,141	0	0	0	0	N/A
8517 Administration	3,169	0	0	0	0	N/A
8533 SCWA-New Metered Ser	182	0	20,000	20,000	0	0.00%
8560 Equipment	229,277	42,000	30,000	75,000	45,000	150.00%
8562 Comp/Word Process Equip	0	0	0	0	0	N/A
8571 Field Equipment	0	0	0	0	0	N/A
8572 Laboratory Equipment	0	0	0	0	0	N/A
8573 Mobile Equipment	14,294	0	0	0	0	N/A
8574 Shop Equipment	0	0	0	0	0	N/A
9482 Amort WIP Outlay	901	100,000	0	0	0	N/A
SUBTOTAL	293,308	142,000	120,000	165,000	45,000	37.50%
<u>OTHER FINANCING USES</u>						
8625 OT - W/in Special Dist	12,630,263	14,893,961	11,766,293	16,020,530	4,254,237	36.16%
SUBTOTAL	12,630,263	14,893,961	11,766,293	16,020,530	4,254,237	36.16%
<u>APPROP. FOR CONTINGENCIES</u>						
9000 Approp. for Contingencies	0	0	140,000	140,000	0	0.00%
SUBTOTAL	0	0	140,000	140,000	0	0.00%
<u>ADMIN. CONTROL ACCOUNT</u>						
9200 Ent - Principal	0	266,752	282,562	282,562	0	0.00%
9209 Ent - Principal Clearing	0	(266,752)	(282,562)	(282,562)	0	0.00%
SUBTOTAL	0	0	0	0	0	N/A
<u>PRIOR YEAR ENCUMBRANCE EXPENSE</u>						
9614 PY Enc - Maintenance Equip	31,577	0	0	0	0	N/A
9618 PY Enc - Maintenance Bldgs/Imp	65,397	0	0	0	0	N/A
9640 PY Enc - Office Expense	0	0	0	0	0	N/A
9650 PY Enc - Profess / Special	551,548	0	0	0	0	N/A
9688 PY Enc - Small Tools / Instruments	0	0	0	0	0	N/A
9700 PY Enc - Special Dept Exp	0	0	0	0	0	N/A
9852 PY Enc - Bldg / Imp / Equip	0	0	0	0	0	N/A
9853 PY Enc - Equip	0	0	0	0	0	N/A
SUBTOTAL	648,522	0	0	0	0	N/A
TOTAL EXPENDITURES	35,886,275	38,401,406	37,513,189	41,249,030	3,735,841	9.96%
Depreciation/Amortization	5,569,561	5,829,000		5,700,000		

Section Title:

Water Transmission System Agency Fund

Section/Index No:

675108

Subobject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
Outstanding Encumbrances - (Decrease) Fund Balance	448,227	0		0		
PY Encumbrances				0		
Change in Prudent Reserve	(294,558)	0		0		
Post Audit Adjustments-Payables	0	0		0		
Post Audit Adjustments-Receivables	0	0		0		
Post Audit Adjustments-Inventory	0	0		0		
Post Audit Adjustments-Prepaid Expense	0	0		0		
Increase in Recycled/Conservation Deposits	0	0		0		
Capitalized Interest	(10,091)	0		0		
Gain/Loss of Disposal of Fixed Asset	0	0		0		
Reclass of Prior Year Asset	0	0		0		
ENDING FUND BALANCE	8,887,459	11,277,940		11,915,111		

Operations and Maintenance 675108 Fund Balance Reserve Goal
Over/(Under) Goal

4,882,125
7,032,986

Water Transmission System Agency Fund
Major Services & Supplies Expenditure Items

Sub-Object No. and Title	Actual FY 11-12	Adopted FY 12-13	Requested FY 13-14	Difference	Percent Change
<u>6140 Maintenance - Equipment</u> See Project List on page A-12 for detail.	687,420	1,200,000	1,125,000	(75,000)	-6.3%
<u>6180 Maintenance - Projects</u> Starting in Fy 2012/13 the costs to maintain the pumping, storage, pipeline and hydro-electric facilities will be budgeted in 6140.	199,069	0	0	0	#DIV/0!
<u>6280 Memberships</u> Reflects level of actual expenditures.	19,694	77,500	75,000	(2,500)	-3.2%
<u>6461 Supplies / Expenses</u> No change from prior year.	23,558	50,000	50,000	0	0.0%
<u>6512 Testing / Analysis</u> Anticipated lower costs based on prior year actuals.	55,357	135,000	135,000	0	0.0%
<u>6523 District Operations</u> Reflects MTO and held vacancies.	9,311,702	9,800,000	9,800,000	0	0.0%
<u>6570 Consultant Services</u> See Consultant Services Project List for detail on page A-13.	207,314	1,395,750	985,000	(410,750)	-29.4%
<u>6610 Legal Services</u> No change from prior year.	14,843	50,000	50,000	0	0.0%
<u>6880 Small Tools - Instruments</u> Anticipated higher costs based on prior year actuals.	119,832	90,000	100,000	10,000	11.1%
<u>6889 Software</u> This item is requested to provide continuing support for the IBM Collaboration Platform development.	8,111	120,000	0	(120,000)	-100.0%
<u>7206 Equipment Usage Charge</u> Increased expenditures based on prior year actuals and maintenance required.	777,051	750,000	600,000	(150,000)	-20.0%
<u>7212 Chlorine Chemical / Recorder</u> Reflects level of actual expenditures.	797,799	850,000	850,000	0	0.0%
<u>7394 Power</u> No change from prior year.	3,996,830	4,691,500	4,700,000	8,500	0.2%
<u>8560 Equipment</u> Reflects change in how we account for some "maintenance" projects. Many projects that were previously budgeted under "6180" are now budgeted here.	229,277	30,000	75,000	45,000	150.0%

FY 2013-14 BUDGET

Water Transmission System Agency Fund

	DESCRIPTION - 6180 Maintenance Buildings	AMOUNT
1	Combined with 6140	
6180 Total		\$ <u> </u> -

	DESCRIPTION - 6140 Maintenance -Contracts and Equipment	AMOUNT
1	Electrical Supplies and Maintenance Services	300,000
2	Pump and Pipeline Supplies and Maintenance Services	250,000
3	Hardware and Miscellaneous Supplies	150,000
4	SCADA Upgrades	150,000
5	Collector 6 Chlorine Lines Maintenance	85,000
6	Water Treatment Systems Supplies and Maintenance Services	70,000
7	Replace Turbidimeters	50,000
8	Grounds Maintenance	40,000
9	Safety Equipment and Safety Equipment Testing	30,000
6140 Total		\$ <u> 1,125,000</u>

Water Transmission System Agency Fund
Local Supply / Recycled Water / Tier 2 Programs
Balance as of January 15, 2013

Contractor	10-Year Allocation	Amount Approved	Amount Disbursed	Balance Available
Santa Rosa	\$5,065,236	\$4,003,876	\$3,908,003	1,157,233
Petaluma	2,197,913	2,197,913	2,197,913	0
MMWD	1,724,026	1,000,000	1,000,000	724,026
NMWD	1,846,726	1,846,726	1,846,726	0
Rohnert Park	649,629	649,629	325,000	324,629
VOM WD	627,875	627,875	627,875	0
Sonoma	539,411	450,000	264,294	275,117
Windsor	86,996	86,996	86,996	0
Cotati	157,235	0	0	157,235
Forestville	104,953	104,953	104,953	0
TOTAL	\$13,000,000	\$10,967,968	\$10,361,760	\$2,638,240

Note: RP LRT2 Scheduled for payment in FY12-13

Program started June 30, 2000 - No end date specified.

**FY 2013-14 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title: Storage Facilities

Section/Index No: 675405

Subsubject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
BEGINNING FUND BALANCE	584,647	32,681		183,321		
REVENUES						
<u>USE OF MONEY / PROPERTY</u>						
1700 Interest on Pooled Cash	3,814	620	1,250	1,203	(48)	(3.80%)
SUBTOTAL	3,814	620	1,250	1,203	(48)	(3.80%)
<u>MISCELLANEOUS REVENUE</u>						
4102 Donations/Reimbursements (Petaluma AQ - Caltrans Project)	0	150,000	0	100,000	100,000	N/A
SUBTOTAL	0	150,000	0	100,000	100,000	N/A
<u>CHARGES FOR SERVICES</u>						
3145 Plans/Specs	0	20	0	0	0	N/A
SUBTOTAL	0	20	0	0	0	N/A
<u>OTHER FINANCING SOURCES</u>						
4625 OT - W/in Special Dist	0	450,000	740,000	590,000	(150,000)	(20.27%)
SUBTOTAL	0	450,000	740,000	590,000	(150,000)	(20.27%)
<u>Residual Equity Transfer In</u>						
4865 Residual Equity Transfer In	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
TOTAL REVENUES	3,814	600,640	741,250	691,203	(50,048)	(6.75%)
EXPENDITURES						
<u>OTHER CHARGES</u>						
7924 Interest - Prior Year	(21,048)	0	0	0	0	N/A
<u>FIXED ASSETS</u>						
8543 Petaluma Aque Relocation	3,605	150,000	300,000	240,000	(60,000)	(20.00%)
9162 Kawana to Ralphine Tanks	0	100,000	350,000	450,000	100,000	28.57%
SUBTOTAL	465,526	450,000	740,000	690,000	(50,000)	(6.76%)
TOTAL EXPENDITURES	444,478	450,000	740,000	690,000	(50,000)	(6.76%)
Outstanding Encumbrances - Net C	(90,254)	0				
Long Term Debt proceeds	0	0				
Capitalized Interest	(21,048)	0		0		
CIP Adjustment	0					
ENDING FUND BALANCE	32,681	183,321		184,524		

**FY 2013-14 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Pipeline Facilities

Section/Index No:

675413

Subobject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
BEGINNING FUND BALANCE	628,060	557,911		559,311		
REVENUES						
<u>USE OF MONEY / PROPERTY</u>						
1700 Interest on Pooled Cash	6,523	1,100	2,500	2,730	230	9.20%
SUBTOTAL	6,523	1,100	2,500	2,730	230	9.20%
<u>INTERGOVERNMENTAL REVENUE</u>						
2852 Federal Grants	351,749	0	0	0	0	N/A
SUBTOTAL	351,749	0	0	0	0	N/A
<u>CHARGES FOR SERVICES</u>						
3145 Plans/Specs	0	300				N/A
SUBTOTAL	0	300	0	0	0	N/A
<u>MISCELLANEOUS REVENUE</u>						
4102 Donations/Reimbursements	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
<u>OTHER FINANCING SOURCES</u>						
4625 OT - W/in Special Dist	0	2,212,000	2,534,000	260,000	(2,274,000)	(89.74%)
4625 OT - W/in Special Assessment	197,086					
SUBTOTAL	197,086	2,212,000	2,534,000	260,000	(2,274,000)	(89.74%)
TOTAL REVENUES	555,358	2,213,400	2,536,500	262,730	(2,273,770)	(89.64%)
EXPENDITURES						
<u>FIXED ASSETS</u>						
9106 Santa Rosa Aqueduct Sections 2 & 3 (Slusser to Pet Aq)	0	562,000	825,000	0	(825,000)	(100.00%)
9128 Local Hazard Mitigation	40,834	1,000,000	1,094,000	60,000	(1,034,000)	(94.52%)
9154 Petaluma Aqueduct	2,185	50,000	290,000	0	(290,000)	(100.00%)
9192 Sonoma Aqueduct	0	45,000	325,000	350,000	25,000	7.69%
9482 Amort WIP Outlay	108,875	0	0	0	0	N/A
SUBTOTAL	615,078	2,212,000	2,534,000	410,000	(2,124,000)	(83.82%)
<u>OTHER CHARGES</u>						
7924 Interest - Prior Year	(142,618)	0	0	0	0	N/A
SUBTOTAL	(142,618)	0	0	0	0	N/A
<u>PRIOR YEAR ENCUMBRANCE EXPENSE</u>						
9852 PY Enc - Bldg / Imp	312,484					
SUBTOTAL	312,484					
TOTAL EXPENDITURES	784,944	2,212,000	2,534,000	410,000	(2,124,000)	(83.82%)
Outstanding Encumbrances - Net Change	302,054	0				
Capitalized Interest	(142,617)	0				
CIP Adjustment	0					
ENDING FUND BALANCE	557,911	559,311		412,041		

FY 2013-14 BUDGET
BEGINNING AND ENDING CASH SUMMARY

Section Title: Common Facilities

Section/Index No: 675421

Subobject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
BEGINNING FUND BALANCE	(946,262)	(875,006)		(0)		

REVENUES

USE OF MONEY / PROPERTY

1700 Interest on Pooled Cash	(7,250)	(10,500)	(1,000)	195	1,195	(119.50%)
SUBTOTAL	(7,250)	(10,500)	(1,000)	195	1,195	(119.50%)

Intergovernmental Revenue

4304 Federal Grant	114,468	255,132	0	0	0	N/A
SUBTOTAL	114,468	255,132	0	0	0	N/A

Charges for Services

3980 Revenue Apply to PY	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A

Miscellaneous Revenues

4040 Miscellaneous Revenue	0	0	0	0	0	N/A
4102 Donations/Reimbursements	0	0	300,000	350,000	50,000	16.67%
4109 Outdate/Cancel Warrants	0	0	0	0	0	N/A
4303 State Grants	0	0	0	0	0	N/A
4304 Federal Grants	0	140,664	0	0	0	N/A
SUBTOTAL	0	140,664	300,000	350,000	50,000	16.67%

ADMINISTRATIVE CONTROL

4210 Advances	0	0	8,200,000	400,000	(7,800,000)	(95.12%)
4219 Advances - Clearing	0	0	(8,200,000)	(400,000)	7,800,000	(95.12%)
SUBTOTAL	0	0	0	0	0	N/A

OTHER FINANCING SOURCES

4625 OT - W/in Special Dist	2,307,835	4,279,710	2,584,508	5,285,708	2,701,200	104.52%
SUBTOTAL	2,307,835	4,279,710	2,584,508	5,285,708	2,701,200	104.52%
TOTAL REVENUES	2,415,053	4,665,006	2,883,508	5,635,903	2,752,395	95.45%

EXPENDITURES

OTHER CHARGES

7480 Exp Applicable to Prior Year	0	0	0	0	0	N/A
7920 Interest Payment	0	0	326,562	250,656	(75,906)	(23.24%)
7924 Capital Interest	(534,071)	0	0	0	0	N/A
8090 Loss on Fixed Assets	232,799	0	0	0	0	N/A
SUBTOTAL	(301,272)	0	326,562	250,656	(75,906)	(23.24%)

FIXED ASSETS

8500 Land	0	0	0	0	0	N/A
8510 Buildings / Improvements	647,366	2,200,000	1,825,000	1,250,000	(575,000)	(31.51%)
8529 Isolation Valves & Meters	27,374	250,000	133,000	320,000	187,000	140.60%
9105 Mirabel Fish Screen Replacement	432	300,000	6,309,000	2,950,000	(3,359,000)	(53.24%)
9107 Air Valves	9,149	150,000	541,000	290,000	(251,000)	(46.40%)
9128 Local Hazard Mitigation	286	150,000	1,179,000	800,000	(379,000)	(32.15%)

Section Title:

Common Facilities

Section/Index No:

675421

Subobject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
SUBTOTAL	1,602,150	3,790,000	9,987,000	5,610,000	(4,377,000)	(43.83%)
<u>OTHER FINANCING USES</u>						
8625 OT - W/in Special Dist	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
<u>ADMIN. CONTROL ACCOUNT</u>						
9210 Advances	0	0	145,232	117,763	(27,469)	(18.91%)
9219 Advances - Clearing	0	0	(145,232)	(117,763)	27,469	(18.91%)
SUBTOTAL	0	0	0	0	0	N/A
<u>PRIOR YEAR ENCUMBRANCE EXPENSE</u>						
9852 PY Enc - Bldg / Imp	493,633	0	0	0	0	N/A
SUBTOTAL	493,633	0	0	0	0	N/A
TOTAL EXPENDITURES	1,794,511	3,790,000	10,313,562	5,860,656	(4,452,906)	(43.18%)
Loan	0	0		400,000		
Outstanding Encumbrances - Net Change	(248,015)	0		0		
Capitalized Interest	(534,071)	0		0		
Proceeds from State Loan & Other LT Debt	0	0		0		
Principal payment on Loan	0	0		(117,763)		
Change in Deposit with Others	0	0		0		
Change in Contingent Liability	0	0				
PY CIP Adjustment - Reclass to PY Exp	232,799					
ENDING FUND BALANCE	(875,006)	(0)		57,484		

FY 2013-14 BUDGET
Common Facilities - Section 675421
Detailed Listing of Capital Projects

SUB-OBJECT DESCRIPTION	Project & Subobject	FY 2013-14 BUDGET
8510 Buildings and Improvements		
DESCRIPTION		
Billing Meter Replacement & measure chambers for OMNI meters		700,000
Mirabel Surge Control		200,000
Water Agency Westside Facility - see offsetting revenue		350,000
		1,250,000
8529 Isolation Valves and Meters		
DESCRIPTION		
Isolation Valves	7379, 7497	320,000
	8529 Total	320,000
9105 Mirabel Fish Screen Replacement		
DESCRIPTION		
Mirabel Fish Screen - Fish Ladder Project	7357, 7532	2,950,000
	9105 Total	2,950,000
9107 Air Valves		
DESCRIPTION		
Air Valves	7429	290,000
	9107 Total	290,000
9128 Local Hazard Mitigation Projects		
DESCRIPTION		
RR Crossing		320,000
MW Creek Crossing		280,000
Collector 6 Liquefaction Mitigation		200,000
	9128 Total	800,000

Total Common Facilities \$ 5,610,000

FY 2013-14 BUDGET
BEGINNING AND ENDING CASH SUMMARY

Section Title:
Section/Index No:

Water Management Planning
675710

Subsubject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
BEGINNING FUND BALANCE	72,631	294,020		306,484		
REVENUES						
USE OF MONEY / PROPERTY						
1700 Interest on Pooled Cash	2,538	1,800	2,870	2,275	(595)	(20.73%)
SUBTOTAL	2,538	1,800	2,870	2,275	(595)	(20.73%)
Intergovernmental Revenue						
2912 Town of Windsor	13,706	3,488	3,481	2,962	(519)	(14.90%)
SUBTOTAL	13,706	3,488	3,481	2,962	(519)	(14.90%)
Miscellaneous Revenue						
4040 Miscellaneous Revenue	0	30	0	0	0	N/A
4175 Water Management Planning Chrg	0	0	0	0	0	N/A
SUBTOTAL	0	30	0	0	0	N/A
OTHER FINANCING SOURCES						
4625 OT - W/in Special Dist	210,998	57,146	50,000	45,000	(5,000)	(10.00%)
SUBTOTAL	210,998	57,146	50,000	45,000	(5,000)	(10.00%)
TOTAL REVENUES	227,242	62,464	56,351	50,237	(6,114)	(10.85%)
EXPENDITURES						
Services and Supplies						
6430 Printing Services	2,844	0	0	0	0	N/A
6461 Supplies/Expense	0	0	0	0	0	N/A
6522 District Operations	9,310	0	0	0	0	N/A
6523 District Operations	9,209	25,000	25,000	25,000	0	0.00%
6570 Consultant Svs	10,513	25,000	25,000	20,000	(5,000)	(20.00%)
SUBTOTAL	32,589	50,000	50,000	45,000	(5,000)	(10.00%)
Other Charges						
7924 - Interest PY	0	0	0	0	0	N/A
8010 Contribution Non-County Governmer	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
PRIOR YEAR ENCUMBRANCE EXPENSE						
9650 PY Enc - Profess/Special	97,592	0	0	0	0	N/A
SUBTOTAL	97,592	0	0	0	0	N/A
TOTAL EXPENDITURES	130,181	50,000	50,000	45,000	(5,000)	(10.00%)
Outstanding Encumbrances - Net Change	124,328					
ENDING FUND BALANCE	294,020	306,484		311,721		

**FY 2013-14 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:

Watershed Planning/Restoration

Section/Index No:

675728

Subobject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
BEGINNING FUND BALANCE	(1,303,176)	548,116		2,047,410		
REVENUES						
USE OF MONEY / PROPERTY						
1700 Interest on Pooled Cash	(6,903)	2,117	1	16,250	16,249	1624900.00%
SUBTOTAL	(6,903)	2,117	1	16,250	16,249	1624900.00%
Intergovernmental Revenue						
2912 Town of Windsor	178,902	259,394	259,394	259,837	443	0.17%
SUBTOTAL	178,902	259,394	259,394	259,837	443	0.17%
Miscellaneous Revenues						
3980 Revenue applicable to prior year	0	0	0	0	0	N/A
4102 Donations/Reimbursements - SR Plain Groundwater	0	0	0	0	0	N/A
SUBTOTAL	0	0	0	0	0	N/A
OTHER FINANCING SOURCES						
4625 OT - W/in Special Dist	4,136,484	4,249,791	3,725,600	3,947,000	221,400	5.94%
SUBTOTAL	4,136,484	4,249,791	3,725,600	3,947,000	221,400	5.94%
TOTAL REVENUES	4,308,483	4,511,303	3,984,995	4,223,087	238,092	5.97%
EXPENDITURES						
Services and Supplies						
6523 District Operations - RRIFR Program	790,189	2,400,000	2,705,600	2,507,000	(198,600)	(7.34%)
6540 Contract Services	22,280	0	0	0	0	N/A
6570 Consultant Services - RRIFR Program	306,464	400,000	990,000	1,060,000	70,000	7.07%
6610 Legal Services	4,461	0	0	0	0	N/A
6800 Public/Legal Notices	81,324	66,038	30,000	30,000	0	0.00%
SUBTOTAL	2,156,667	3,012,008	3,725,600	3,597,000	(128,600)	(3.45%)
Other Charges						
7924 Interest PY	(6,226)	0	0	0	0	N/A
8010 Contribution Non-County Government				350,000	350,000	N/A
SUBTOTAL	(6,226)	0	0	350,000	350,000	N/A
PRIOR YEAR ENCUMBRANCE EXPENSE						
9618 PY Enc-Maint Bldgs/Imp	6,871	0	0	0	0	N/A
9650 PY Enc - Profess/Special	335,891	0	0	0	0	N/A
SUBTOTAL	342,763	0	0	0	0	N/A
TOTAL EXPENDITURES	2,493,204	3,012,008	3,725,600	3,947,000	(128,600)	(3.45%)
Outstanding Encumbrances - Net Change	80,129					
Capital Interest	(6,226)					
Audit Adjustment	(37,891)					
ENDING FUND BALANCE	548,116	2,047,410		2,323,498		

**FY 2013-14 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title: Recycled Water and Local Supply
 Section/Index No: 675736

Subobject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
BEGINNING FUND BALANCE	379,108	969,503		987,953		
REVENUES						
<u>USE OF MONEY / PROPERTY</u>						
1700 Interest on Pooled Cash	8,294	10,600	2,500	6,500	4,000	160.00%
SUBTOTAL	8,294	10,600	2,500	6,500	4,000	160.00%
<u>Intergovernmental Revenue</u>						
2912 Town of Windsor	59,448	51,174	51,174	77,529	26,355	51.50%
SUBTOTAL	59,448	51,174	51,174	77,529	26,355	51.50%
<u>MISCELLANEOUS REVENUE</u>						
4040 Miscellaneous Revenue	0	0	0	0	0	N/A
4102 Donations/Reimbursements	138,760	140,000	140,000	135,000	(5,000)	(3.57%)
4303 State Grant	213,942	0	110,000	0	(110,000)	(100.00%)
SUBTOTAL	352,702	140,000	250,000	135,000	(115,000)	(46.00%)
<u>OTHER FINANCING SOURCES</u>						
4625 OT - W/in Special Dist	1,009,520	838,414	735,000	1,177,685	442,685	60.23%
SUBTOTAL	1,009,520	838,414	735,000	1,177,685	442,685	60.23%
TOTAL REVENUES	1,429,964	1,040,189	1,038,674	1,396,714	358,040	34.47%
EXPENDITURES						
<u>Services and Supplies</u>						
6523 District Operations	159,058	470,000	275,000	296,000	21,000	7.64%
6540 Contract Services	3,000	0	0	0	0	N/A
6570 Consultant Services	134,551	130,000	385,000	530,000	145,000	37.66%
6610 Legal Services	2,403	4,506	0	4,731	4,731	N/A
SUBTOTAL	563,010	645,565	660,000	830,731	170,731	25.87%
<u>Other Charges</u>						
7924 - Interest PY	(28,024)	0	0	0	0	N/A
8010 Contribution Non-County Government (LRT2)	0	325,000	325,000	481,954		
SUBTOTAL	(28,024)	325,000	325,000	481,954	0	0.00%
<u>Capital Assets</u>						
SUBTOTAL	33,439	0	0	0	0	N/A
<u>PRIOR YEAR ENCUMBRANCE EXPENSE</u>						
9650 PY Enc - Profess/Special	41,586	0	0	0	0	N/A
9700 PY Enc - Special Dept Exp	90,144	0	0	0	0	N/A
SUBTOTAL	131,730	0	0	0	0	N/A
TOTAL EXPENDITURES	700,154	970,565	985,000	1,312,685	327,685	33.27%
Outstanding Encumbrances - Net Change	(142,154)					
Capital interest	(28,024)	0				
Change in Windsor Reserve	30,764	(51,174)		(77,529)		
Audit Adjustment						
ENDING FUND BALANCE	969,503	987,953		994,453		

**FY 2013-14 BUDGET
BEGINNING AND ENDING CASH SUMMARY**

Section Title:
Section/Index No:

Water Conservation
675744

Subobject Title	Actual 2011-12	Estimated 2012-13	Adopted 2012-13	Requested 2013-14	Difference	Percent Change
BEGINNING FUND BALANCE	104,246	17,394		(96,189)		
REVENUES						
USE OF MONEY / PROPERTY						
1700 Interest on Pooled Cash	2,917	1,400	2,500	1,365	(1,135)	(45.40%)
SUBTOTAL	2,917	1,400	2,500	1,365	(1,135)	(45.40%)
Intergovernmental Revenue						
2911 City of Santa Rosa	0	0	0	0	0	N/A
2912 Town of Windsor	103,125	105,134	105,134	107,306	2,172	2.07%
2914 City of Rohnert Park	0	0	0	0	0	N/A
2919 City of Sonoma	0	0	0	0	0	N/A
2951 North Marin Water District	0	0	0	0	0	N/A
2954 Town of Windsor	0	0	0	0	0	N/A
SUBTOTAL	103,125	105,134	105,134	107,306	2,172	2.07%
Miscellaneous Revenue						
3980 Revenue Applicable to Prior Ye	-	-	-	-	0	N/A
4040 Miscellaneous Revenue	-	-	-	-	0	N/A
4102 Donations/Reimbursements	0	0	0	130,000	130,000	N/A
4109 Outdate/Cancel Warrants	321	320	0	0	0	N/A
4303 State Grants	2,890	67,347	0	510,000	510,000	N/A
SUBTOTAL	3,211	67,667	0	640,000	640,000	N/A
OTHER FINANCING SOURCES						
4625 OT - W/in Special Dist	1,586,412	1,722,457	1,510,000	1,730,000	220,000	14.57%
SUBTOTAL	1,586,412	1,722,457	1,510,000	1,730,000	220,000	14.57%
TOTAL REVENUES	1,695,665	1,896,657	1,617,634	2,478,671	861,037	53.23%
EXPENDITURES						
Services and Supplies						
6523 District Operations	665,084	1,420,000	895,000	1,070,000	175,000	19.55%
6536 Business Environmental Alliar	43,244	45,000	50,000	0	(50,000)	(100.00%)
6540 Contract Services	54,723	57,050	0	75,000	75,000	N/A
6570 Consultant Services	23,307	15,600	0	0	0	N/A
6584 Trade Shows	0	0	20,000	20,000	0	0.00%
7022 Public Relations Expense	128,019	150,000	165,000	165,000	0	0.00%
7247 Water Conservation	194	3,000	380,000	430,000	50,000	13.16%
SUBTOTAL	1,769,180	1,833,152	1,510,000	1,760,000	250,000	NA
Other Charges						
8010 Contribution to Non-County	913	67,347	0	510,000	510,000	N/A
SUBTOTAL	913	67,347	0	510,000	510,000	N/A
PRIOR YEAR ENCUMBRANCE EXPENSE						
9650 PY Enc - Profess/Special	0	0	0	0	0	N/A
SUBTOTAL	122,145	0	0	0	0	N/A
TOTAL EXPENDITURES	1,892,237	1,900,499	1,510,000	2,270,000	760,000	50.33%
Outstanding Encumbrances	98,281					
Change in Windsor Reserve	11,440	(109,742)		(107,306)		
Audit Adjustment						
ENDING FUND BALANCE	17,394	(96,189)		5,176		

SONOMA COUNTY WATER AGENCY
RUSSIAN RIVER CONSERVATION CHARGE COMPUTATION

FISCAL YEAR 2013-14

PROPERTY ASSESSMENT VALUES AS OF FY 12-13:

<u>TAX CODE</u>	<u>ENTITY</u>	<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL VALUE</u>
14000	Forestville Co Water District	\$307,226,436	\$3,361,493	\$310,587,929
42800	City of Cotati	779,578,530	15,798,849	795,377,379
43500	City of Petaluma	6,889,023,196	352,722,625	7,241,745,821
43800	City of Rohnert Park	3,553,404,164	103,729,917	3,657,134,081
44500	City of Santa Rosa	16,792,132,608	670,592,134	17,462,724,742
45000	City of Sonoma	1,880,954,745	64,656,964	1,945,611,709
	Valley of the Moon Water District	2,337,217,765	26,339,106	2,363,556,871
	TOTAL	\$32,539,537,444	\$1,237,201,088	\$33,776,738,532

Notes:

- 1 Total value of secured and unsecured property in service areas of Prime Water Contractors of Sonoma County (see above) \$33,776,738,532
- 2 2011-12 Sonoma County tax rate per \$100 of full cash value assessed for payment of Warm Springs Dam Project Obligations 0.007
- 3 Total tax levied on citizens residing in service areas of Prime Water Contractors of Sonoma County, i.e., (Line 1/100) x Line 2 \$2,364,372
- 4 Total acre feet of water delivered to Prime Water Contractors of Sonoma County (excluding North Marin and Town of Windsor) plus deliveries to Forestville during the last 12 month period 37,354.00
- 5 Total Russian River Conservation Charge per Acre Foot (Line 3 / Line 4) \$63.30

Russian River Projects Charge
Historical calculations

For FY	Calculated
00-01	5.8
01-02	5.66
02-03	9.15
03-04	14.93
04-05	19.18
05-06	24.23 First FY with 10 full years of data.
06-07	17.02
07-08	21.4
08-09	25.08
09-10	24.68
10-11	24.4
11-12	23.44
12-13	20.38
13-14	14.72

REVENUE BOND / STATE LOAN CHARGES - WATER RATES AND ESTIMATED REVENUES FOR FY 13-14

A. ANNUAL DEBT SERVICE REQUIREMENTS

	Common Facilities	Watershed Plan Restoration	Water Conservation	Storage Facilities	Sonoma Pipeline Facilities
2012 A Revenue Bond	675454	TBD	TBD	675462	675470
PRINCIPAL	\$204,215			\$145,841	\$119,944
INTEREST	170,021			121,386	99,873
FISCAL AGENT FEES	2,500			2,500	2,500
DEBT ISSUANCE COSTS					
DISCOUNT/BONDS					
Total Individual Bond Payments	376,736	0		269,727	222,317
Bond Reserve	56,510	0		40,459	33,348
Total Individual Bond Debt Service	433,246	0		310,186	255,665
2006 A Revenue Bond	675496			675488	
PRINCIPAL	\$122,633			\$137,368	
INTEREST	220,352			246,830	
FISCAL AGENT FEES	2,500			2,500	
DEBT ISSUANCE COSTS	0				
DISCOUNT/BONDS					
Total Individual Bond Payments	345,485			386,698	0
Bond Reserve	51,823			58,005	0
Total Individual Bond Debt Service	397,308			444,703	0
2013 Capital Fund Loan Requirement (\$400K added to FY12-13 P&I on \$6M)					
PRINCIPAL	117,763				
INTEREST	250,656				
FISCAL AGENT FEES	0				
DEBT ISSUANCE COSTS	0				
DISCOUNT/BONDS	0				
Total Individual Loan Payments	368,419				
Loan Reserve					
Total Individual Loan Debt Service	368,419				
2013 Santa Rosa AQ Capital Fund Loan					
PRINCIPAL	42,297				
INTEREST	90,130				
FISCAL AGENT FEES	0				
DEBT ISSUANCE COSTS	0				
DISCOUNT/BONDS	0				
Total Individual Loan Payments	132,427			0	
Loan Reserve				0	
Total Individual Loan Debt Service	132,427			0	
2013 Petaluma AQ Capital Fund Loan					
PRINCIPAL	75,466				
INTEREST	160,526				
FISCAL AGENT FEES	0				
DEBT ISSUANCE COSTS	0				
DISCOUNT/BONDS	0				
Total Individual Loan Payments	235,992				
Loan Reserve					
Total Individual Loan Debt Service	235,992				
1. 09/10 Financing Exp for Common Fac incl above until index established	Mirabel Generators	TBD - RRIFR	TBD - Water Ed Bldg	TBD - Oakmont Pipeline	
PRINCIPAL	282,562				
INTEREST	43,146				
FISCAL AGENT FEES	0				
DEBT ISSUANCE COSTS	0				
Total Individual Bond Payments	325,708	0	0	0	0
Reserve	0	0	0	0	0
Total Individual Financing Debt Service	325,708	0	0	0	0

SRF LOAN	675439				
PRINCIPAL	690,937			N.A	N.A
INTEREST	349,296			N.A	N.A
USE OF SRF LOAN FUND BALANCE - 675439					
Reserve Requirement	156,035				
Total SRF Debt Service	1,196,268				
SRF LOAN RESERVE	675447				
RESERVE				N.A	N.A
Total SRF Debt Service	1,196,268				
TOTAL DEBT SERVICE	\$2,720,949	\$0	\$0	\$754,889	\$255,665
LESS REV. FROM N. MARIN REV. BOND CHARGES	341,611				
REMAINING REVENUE REQUIREMENT	\$2,379,338	\$0	\$0	\$754,889	\$255,665

B. CALCULATIONS OF WATER RATES FOR FY 13-14

	Common Facilities Debt Service Charge	Watershed Plan Restoration Debt Service Charge	Water Conservation Debt Service Charge	Storage Facilities Revenue Bonds Charge	Sonoma Pipeline Facilities Revenue Bonds Charge
REVENUE REQUIREMENT	\$2,379,337.87	\$0	\$0	\$754,889	\$255,665
APPLICABLE BASE WATER DELIVERIES IN A.F.	\$35,881.74	52,310.2	52,310.2	\$35,881.74	4,029.1
CHARGES PER ACRE-FEET	\$66.31	\$0.00	\$0.00	\$21.04	\$63.45

C. CALCULATIONS OF NORTH MARIN REVENUE BONDS CHARGE

REVENUE REQUIREMENT FOR COMMON FACILITIES DEBT SERVICE (Remaining Facilities per RA 4.3a2)	2,352,530
N. MARIN'S SHARE (REV. REQMT. FOR COMMON FAC. DEBT SERVICE X (11.2/90.4))	291,464
ESTIMATED WATER DELIVERIES TO NORTH MARIN (IN A.F.)	6,792
NORTH MARIN REVENUE BONDS CHARGE	43

REVENUE REQUIREMENT FOR COMMON FACILITIES DEBT SERVICE (Additional Facilities per RA 4.3b9)	368,419
N. MARIN'S SHARE (REV. REQMT. FOR COMMON FAC. DEBT SERVICE X (19.9/146.2))	50,147
ESTIMATED WATER DELIVERIES TO NORTH MARIN (IN A.F.)	6,792
NORTH MARIN REVENUE BONDS CHARGE	7

Common Facilities			
Debt Service RA 4.3a2 (remaining facilities)	2,352,530		
N. Marin's Share (11.2/90.4)	291,464	Total Revenue Required	\$2,720,949
Estimated Water Deliveries to N. Marin	<u>6,792.0</u>	Debt service \$8.2M loan to Common	<u>(368,419)</u>
Applicable portion of the N. Marin R. Bonds Charge	\$42.91	Revenue base for NMWD	\$2,352,530
Debt Service RA 4.3b9 (additional facilities)	368,419	Per Agreement (Steve Shupe and Chris DeGabrielle - 3/2/12)	
N. Marin's Share (19.9/146.2)	50,147		
Estimated Water Deliveries to N. Marin	<u>6,792</u>	Update formula for the lesser of three years or 12 months average delivery	
Applicable portion of the N. Marin R. Bonds Charge	\$ 7.38		

**WATER TRANSMISSION SYSTEM
FY 13-14 REVENUE SUMMARY CHART**

WATER CUSTOMER	FY 13-14 Budgeted Water Use (Acre- Feet)	FY 12-13 Rate \$/Acre-Foot	FY 13-14 Proposed Rate \$/Acre-Foot	Dollar Change	Percent Change
Santa Rosa Aqueduct	15,208	\$672.03	\$705.30	\$33.26	4.9%
Petaluma Aqueduct	10,438	672.03	705.30	\$33.26	4.9%
Sonoma Aqueduct	8,303	740.34	768.75	\$28.41	3.8%
North Marin Water Dist.	6,792	717.97	717.27	(\$0.71)	-0.1%
Marin Municipal – Third Off Peak	4,300	832.42	846.77	\$14.35	1.7%
Marin Municipal – Supplemental	1,518	750.88	762.97	\$12.08	1.6%
Forestville Aqueduct	391	662.78	676.30	\$13.51	2.0%
Wholesale/Municipal	1,033	888.40	922.5	\$34.10	3.8%
Surplus	117	675.36	706.73	\$31.37	4.6%
Windsor	508	806.44	846.35	\$39.91	4.9%
TOTAL	48,609				

**Water Agency Water Rates Fiscal Year 2013-2014
New Charges for Various Debt Service Payments**

Name of the Revenue Bond Charge	Project Financed	FY 2012/2013 Debt Service/Per A.F.	FY 2013/2014 Debt Service/Per A.F.	Affected Customer Class
Storage Facilities Revenue Bond Charge	Kawana Springs Tank #2, Oakmont Pipeline, Kawana to Ralphine Pipeline, Kastania Tank #2	\$23.45	\$21.04	All Prime Contractors except North Marin
Common Facilities Revenue Bond Charge	Wohler-Forestville Pipeline, Collector #6	\$76.33	\$66.31	All Prime Contractors except North Marin
Sonoma Aqueduct Revenue Bond Charge	Eldridge-Madrone Pipeline	\$68.31	\$63.45	Sonoma Aqueduct customers
North Marin Revenue Bond Charge	Wohler-Forestville Pipeline, Collector #6	\$52.41	\$50.30	North Marin

FY 13-14 Water Transmission System Budget & Rates

Grant Davis

General Manager

grant.davis@scwa.ca.gov

707-547-1900

Michael Thompson

Assistant General Manager

michael@scwa.ca.gov

707-547-1900

Lynne Rosselli

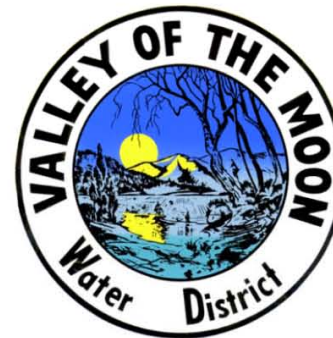
Finance & Accounting Mgr

lrosselli@scwa.ca.gov

707-524-3771



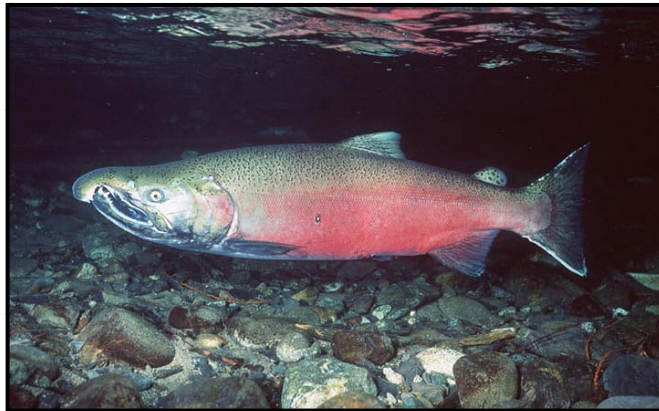
Collaborative Process



Water Agency Activities



Operations and Maintenance



Biological Opinion



Capital Projects

- Fish Screen & Ladder Replacement
- Rodgers Creek Fault Crossing

Changes Since FY 2012-2013

Proposed Net Rate Increase for Water Agency Activities: 1.6%

Increased Water Deliveries: 5.8%



Water Contractor Requests



- Local Water Conservation
- Aqueduct Capital Funds
 - Net Rate Increase: 3.35%



Proposed FY 13-14 Rate Changes

	Santa Rosa Aqueduct	Petaluma Aqueduct	Sonoma Aqueduct
Total O&M plus Bond and Loan Charges	1.60%	1.60%	0.78%
Aqueduct Capital Contributions to build fund balance for future projects & Local Recycled Water Tier 2 Program	3.35%	3.35%	3.06%
Total Rate Change	4.95%	4.95%	3.84%

Summary

- Unanimously approved by Technical Advisory Committee: March 2013
- Unanimously approved by Water Advisory Committee: April 2013
- Staff recommends that the Board of Directors adopt the FY13-14 Water Transmission Budget and Rates

Budget information available at

www.sonomacountywater.org/finance

FY 13-14 Water Transmission System Budget & Rates

Grant Davis

General Manager

grant.davis@scwa.ca.gov

707-547-1900

Michael Thompson

Assistant General Manager

michael@scwa.ca.gov

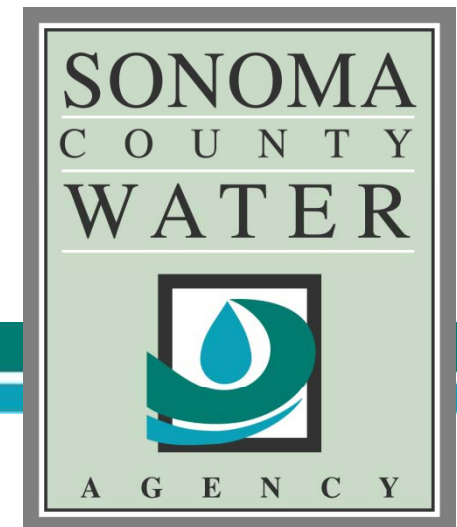
707-547-1900

Lynne Rosselli

Finance & Accounting Mgr

lrosselli@scwa.ca.gov

707-524-3771





County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors (1st District)

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-3752

Supervisorial District(s):

First District

Title: Fee Waiver

Recommended Actions:

Approve fee waiver in the amount of \$542 for the Kenwood July 4th Hometown Parade.

Executive Summary:

Kenwood July 4th Hometown Parade is an annual event put on by an all volunteer group led by the Kenwood Community Club. There are no entry fees charged and it is not a fund raising event. The intent of the parade is to provide a fun, free, community based celebration of our Nation's birthday.

Prior Board Actions:

This fee was Waived in 2012

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.	\$ 542	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$ 542
	\$		\$
Total Expenditure	\$ 542	Total Sources	\$ 542

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:			
Fee waiver application and related exhibits			
Related Items “On File” with the Clerk of the Board:			
None			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Don Jayne
First Middle Last

Mailing Address: P.O. Box 728 Kenwood CA 95452
Number, Street, Apt/Suite City State Zip

Phone: (707) 481 - 7713 Email: sugarraendon@comcast.net
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Kenwood Community Club

Mailing Address: P.O. Box 275 Kenwood CA 95452
Number, Street, Apt/Suite City State Zip

Phone: () n/a - Email: Board@KenwoodDepot.com
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Valerie Brown District 1	David Rabbitt District 2	Shirlee Zane District 3	Mike McGuire District 4	Efren Carrillo District 5
Entity or organization location (select all that apply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District office to receive request (select only one)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

City Special District Other Local Government
 School Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
PRMD	Special Events Permit	\$586.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:


Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
4 / 17 / 2012	PRMD	Special Events Permit	\$542.00
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment
 User Fees

Other (please specify): Funding is entirely from private citizen donations; no entry fees are charged; not a fund-raiser.

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.
11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.



 Authorized Signature
 3 / 19 / 13

 Date

Parade Co-coordinator

 Title

Attachment A

Fee Waiver Request Form
Supporting explanations for questions # 5, 9,10, & 11

Kenwood July 4th Hometown Parade

For many years, the Kenwood July 4th Hometown Parade was associated with the annual Pillow Fights and its sponsor, the Kenwood Fire Department. Then the Pillow Fights stopped and along with it, the parade.

A community group started the parade again, but in 2010 there was no one to take over and there was no parade, a big disappointment to the community. In 2011, a new group of volunteers stepped forward to continue this important Kenwood institution, and it successfully continued in 2012. Planning has now started for the July 4th, 2013 event.

Approximately 100 people march in the parade---kids, adults, animals, community groups, etc. Lots of Kenwood residents and those of surrounding communities (it looked like about 350 last year) lined up along the Warm Springs Road parade route to cheer. Along with the Empire Runners foot race earlier in the day, and the Kenwood Community Church Pancake Breakfast, the parade is an important element of our town's 4th of July celebration of our country.

The entire work of organizing the parade and running it on July 4th is done by volunteers, and many, many hours are spent on the project. There are no entry fees charged, and it is not a fund raising event, as we want to encourage as much participation as possible.

The cost of the parade permit is a very large expense for a community-based, all volunteer event. The fee was waived last year, and we respectfully request that the Board of supervisors again waive this fee.

Thank you for your consideration.

Attachment B

Fee Waiver Request Form
Supporting explanation for question #7 re County Fees

The fee estimate is based on the 7-1-12 county PRMD schedule of "Encroachment and Transportation Permit Fees" at #3. "Parades..." which indicates the parade permit fee is \$586.00. (A copy of this schedule is attached for convenience.)

ENCROACHMENT AND TRANSPORTATION PERMIT FEES

Adopted by Board of Supervisors Ordinance Nos. 5890, 5931 and 5979, Effective 07/01/12

Transportation Permits

0411	Overwidth and overheight on any type transport (and time extensions).....each	16.00*
0409	Overwidth and overheight Blanket Permit on any type transportation	90.00*
0416	Transportation Permit Special Service Fee..... per hour	50.00*
*Fees are established in accordance with the State of California Vehicle Code Division 15, Chapter 5, Article 6, Section 35795 "Permit Fee" and the State of California Code of Regulations, Title 21, Sec. 1411.3.		
0417	Traffic Mitigation Fee Determination.....	118.00

Encroachment Permits

0419	Encroachment Permits	
0420	Encroachment Inspections	
	If inspection fee is >\$5,000, fee will be charged AT COST**	min 5,000.00
0740	NPDES Storm Water Pollution Prevention Fee (required on all permits)	40.00

	Permit Fee	Inspection Fee
1. Underground Work		
a) Outside Pavement Area (includes borepits)	\$371.00	\$941.00 per first 100 lineal feet plus \$470.00 per additional 100 feet or fraction thereof
b) Within Paved Area (includes borepits)	\$371.00	\$941.00 per first 100 lineal feet plus \$470.00 per additional 100 feet or fraction thereof
c) Annual Water or Utility District Blanket Permits	\$835.00 At Cost** minimum fee	
2. At or Above Grade Work		
a) Driveway Apron Only – may require grading permit for on-site work. If work is part of curb, gutter and sidewalk, these fees are included in that category also.	\$371.00	\$589.00
b) Curb, Gutter& Sidewalk	\$371.00	\$941.00 per first 100 lineal feet plus \$470.00 per additional 100 feet or fraction thereof
c) Paving Improvements	\$371.00	\$941.00 per first 100 lineal feet plus \$470.00 per additional 100 feet or fraction thereof
d) Fences, Signs, Landscaping, Mailboxes, Well collars, Borings, etc. (per location, not per structure)	\$371.00	\$470.00
e) Annual Water or Utility District Blanket Permits	\$835.00 At Cost** minimum fee	
3. Special Events		
Filming	\$586.00	Any cost incurred by the County for traffic and related items.
Parades, Carnivals, Walks and Events per Section 15-24 of the Sonoma County Code.	\$586.00	Any cost incurred by the County.

Plan Check

0106	Additional Plan Check Fee (\$133.00 per hour, 1/2 hour minimum)***	min	67.00
3804	Public Works Plan Check		228.00
0706	Engineering Review – Minimum Clearance		79.00

Inspection

3807	Public Works Construction Inspection	AT COST** min	550.00
0107	Reinspection Fee (1 hour minimum)	per hour	118.00
0108	Late Inspection	up to an additional 50% of original inspection fee	
0109	Work without permit	up to an additional 100% of original inspection fee	

****APPLICATIONS CHARGED AT COST** – Fees for projects identified within this fee schedule as “CHARGED AT COST” will be charged on an actual cost basis. A minimum fee, as specified within Ordinance Nos. 5890, 5931 and 5979, shall be required at the time the application for each such project is submitted. After staff review of the application, a preliminary estimate of costs will be provided to the applicant if the costs are expected to exceed the minimum fee. In this case an additional fee will be required prior to completion of work on the project. Minimum initial “At Cost” deposit is nonrefundable. Revisions to previously approved projects remain “At Cost”.

*****Charged** at blended staff hourly rate of Engineering Technician and Engineer

PUBLIC WORKS FEES: Department of Transportation and Public Works Fees are effective July 1, 2009 per Board of Supervisors Resolution Number 09-0376.

A convenience fee up to 3% will be applied on all credit card transactions.



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: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 16, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

David Rabbitt (707)565-2241

Supervisorial District(s):

District Two

Title: Fee Waiver, Petaluma "Cruisin' The Boulevard, Salute to American Graffiti"

Recommended Actions:

Approve request for a fee waiver in the amount of \$604.00 for the "Cruisin' The Boulevard, Salute to American Graffiti" event to be held on May 13th in Petaluma.

Executive Summary:

Petaluma's Salute to American Graffiti is an annual celebration of American Graffiti, classic American cars, cruising the "main drag", rock 'n roll music and the "happy days" of the '50s and early '60s. Produced by Cruisin' The Boulevard, Inc., an all-volunteer, tax-exempt 501(c)(3) nonprofit California Public Benefit Corporation, Salute proceeds benefit our own community projects; schools; and other community programs that focus on the arts, history, safety and welfare of Petaluma.

Prior Board Actions:

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

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$ 604.00
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 604.0	Total Sources	\$ 604.00

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

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

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