

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

**TUESDAY**

**JUNE 4, 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.

**Public Transit Access to the County Administration Center:**

Sonoma County Transit: Rt. 20, 30, 44, 48, 60, 62

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

For transit information call (707) 576-RIDE or 1-800-345-RIDE or visit or <http://www.sctransit.com/>

***APPROVAL OF THE CONSENT CALENDAR***

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

***PUBLIC COMMENT***

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

**8:30 A.M. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF THE AGENDA**

(Items may be added or withdrawn from the agenda consistent with State law)

**II. BOARD MEMBER ANNOUNCEMENTS**

**III. CONSENT CALENDAR**

(Items 1 through 43)

**PRESENTATIONS/GOLD RESOLUTIONS**

(Items 1 through 4)

**PRESENTATIONS AT BOARD MEETING**

1. Adopt a Gold Resolution proclaiming June 15, 2013 as World Elder Abuse Awareness Day in Sonoma County. (Human Services/District Attorney/Sheriff's Office)

**PRESENTATIONS AT DIFFERENT DATE**

2. Adopt a Gold Resolution recognizing John Records for his 21 years of service, dedication and leadership to the citizens of Petaluma and Sonoma County through the COTS Program helping vulnerable children and adults to rebuild their lives. (Second District)
3. Adopt a Gold Resolution recognizing Barbara Fisher on the occasion of her retirement from the Volunteer Center of Sonoma County and for her many years of volunteer literacy education services throughout Sonoma County. (Third District)
4. Adopt a Gold Resolution recognizing Carroll Estes on the occasion of her 75<sup>th</sup> birthday and for her many years of research and advocacy on Social Security and Medicare policy, health reform, long term care, and elder women's economic and health security. (Third District)

**OCCIDENTAL COUNTY SANITATION DISTRICT**  
**RUSSIAN RIVER COUNTY SANITATION DISTRICT**

**SOUTH PARK COUNTY SANITATION DISTRICT**

**SONOMA COUNTY WATER AGENCY**

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

**AND**

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Gorin, Rabbitt, K. Brown)

5. Authorize the Chair to execute an agreement with G.H.D. Inc. to provide as-needed electrical engineering services for the amount of \$90,000; agreement terminates on April 30, 2016.

CONSENT CALENDAR (Continued)

**RUSSIAN RIVER COUNTY SANITATION DISTRICT**

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

**AND**

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

(Directors: Gorin, Rabbitt, K. Brown)

6. Authorize the Chair of Russian River County Sanitation District to execute an agreement with GHD Inc. to provide Natural Hazard Reliability Assessment services for the amount of \$150,000; agreement terminates on December 31, 2014; and Authorize the Chair of Sonoma Valley County Sanitation District to execute an agreement with GHD Inc. to provide Natural Hazard Reliability Assessment services for the amount of \$225,000; agreement terminates on December 31, 2014. (First and Fifth Districts)

**SONOMA COUNTY WATER AGENCY**

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

7. Adopt a Resolution adopting the 2013 Sonoma County Water Agency Strategic Plan, and adopt the 2013 Water Supply Strategies Action Plan.

**AGRICULTURAL COMMISSIONER**

8. Adopt Resolution authorizing the Sonoma County Agricultural Commissioner/Sealer to execute agreements and amendments to agreements awarded in Fiscal Year 2013-14 and calendar years 2013 and 2014 with the State of California Department of Food and Agriculture (CDFA), California Department of Pesticide Regulations (CDPR), and Division of Measurement Standards (DMS), for various ongoing agricultural and weights & measures programs generating an estimated \$2.9 million in revenue.

**AUDITOR-CONTROLLER-TREASURER TAX COLLECTOR**

9. Review and accept the Contract Compliance Audit and Financial Statement Compilation of the Sea Ranch, Zone 2 (County Service Area No. 41) of Sonoma County for the fiscal year ended June 30, 2012 and 2011. (Fifth District)

**AUDITOR-CONTROLLER-TREASURER TAX COLLECTOR /  
CLERK-RECORDER-ASSESSOR / COUNTY ADMINISTRATOR**

10. Authorize the Chair to execute an agreement in an amount not to exceed \$352,576 to maintain and support the property tax software system and an Addendum in an amount not to exceed \$10,000 to maintain and support the Clerk of the Board/Assessment Appeals module for the 2013-14 fiscal year with the option to renew the contract and addendum for an additional year; and Authorize the Auditor-Controller-Treasurer-Tax Collector, the Clerk-Recorder-Assessor and the County Administrator to amend the agreement or addendum for minor changes or additions that do not significantly change the scope of services in a form to be approved by County Counsel in an amount not to exceed \$25,000 during the term of the agreement.

CONSENT CALENDAR (Continued)

**COUNTY ADMINISTRATOR**

11. Adopt a Resolution authorizing a 1-year renewal of an existing Treasurer note in the principal amount of \$1,925,000 issued to finance the completion of the Human Resources Management System (HRMS).

**COUNTY ADMINISTRATOR / ECONOMIC DEVELOPMENT BOARD**

12. Authorize the County Administrator to enter into to a contract for services with Fairbanks, Maslin, Maullin, Metz & Associates (FM3) to conduct the 2013 Sonoma County Community and Business Survey not to exceed \$100,000 and to be completed by July 1, 2014.

**BOARD OF SUPERVISORS**

13. Disbursement of 2012-2013 Discretionary Advertising Funds (Fifth District) – Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following entity: Comite Mexicano CP/Tierra Del Sol \$750; Farm Trails \$1,000; Russian River Alliance \$1,000; EcoRing \$700.
14. Disbursement of 2012-2013 Discretionary Advertising Funds (Fourth District) – Approve Advertising Program grant award and authorize the County Administrator to execute contracts with the Council on Aging Services for Seniors, \$580, for advertising and promoting the Sonoma Wine Country Senior Games.

**DISTRICT ATTORNEY**

15. Adopt a Resolution authorizing the District Attorney to sign an agreement with Victim Compensation and Government Claims Board to provide funding for restitution assistance services for the term July 1, 2013, through June 30, 2016, in the amount of \$217,683.

**GENERAL SERVICES**

16. Authorize the Chair to execute Amendment #3 to the license agreement with the City of Cloverdale for the operation of the Cloverdale Veterans Memorial Building swimming pool, extending the term for one additional year from June 30, 2013 to June 30, 2014 for an amount paid by the City to the County of \$2,521. (Fourth District)
17. Authorize the Purchasing Agent to execute a Blanket Purchase Order with Art's Towing, Santa Rosa, CA for towing services for county owned vehicles effective June 1, 2013, through May 31, 2014, with the option to extend for two (2) additional one (1) year periods, providing that extensions are agreeable to both parties. The estimated cost of the Blanket Purchase Order over three years is expected to be \$46,327 per year.

CONSENT CALENDAR (Continued)

**GENERAL SERVICES / TRANSPORTATION AND PUBLIC WORKS**

18. New License Agreements for use of the Guerneville Bridge & Plaza – Authorize the General Services Director to: (A) execute a license agreement with the Russian River Chamber of Commerce & Visitors Center, for a one-year term, with options to extend, for use of the Guerneville Pedestrian Bridge & Plaza for its Chamber-sponsored special events, (B) execute a license agreement with the Russian River Rotary Foundation, during the months of June through September, 2013, for use of the Guerneville Pedestrian Bridge & Plaza for its ‘Rockin’ the River’ community concert events; and (C) make findings as required by Section 26227 of the Government Code that the proposed license agreement is necessary to meet the social needs of the population of the County, and that the County does not need the Guerneville Pedestrian Bridge & Plaza during the term of the license agreement. (Fifth District)

**HEALTH SERVICES**

19. First 5 Contract Amendments for Strategic Initiatives – Authorize the Director of Health Services to execute:
- (A) The fourth amendment to an agreement with Sonoma County Office of Education for the Gateway to Quality program, increasing the contract by \$140,000 resulting in a new total not to exceed amount of \$313,030, and extending the term from June 30, 2013 to June 30, 2015.
  - (B) The first amendment to an agreement with Early Learning Institute for the Watch Me Grow program, increasing the contract by \$320,000 resulting in a new total not to exceed amount of \$635,494, and extending the term from May 1, 2013 to June 30, 2015.
  - (C) The second amendment to an agreement with Community Action Partnership for the Pasitos program, increasing the contract by \$325,000 resulting in a new total not to exceed amount of \$695,000, and extending the term from June 30, 2013 to June 30, 2015.
  - (D) The second amendment to an agreement with Community Action Partnership for the WIC Dental Days program, increasing the contract by \$120,000 resulting in a new total not to exceed amount of \$298,629, and extending the term from June 30, 2013 to June 30, 2015.
  - (E) The second amendment to an agreement with Community Child Care Council for the Value in Preschool scholarship program, increasing the contract by \$266,000 resulting in a new total not to exceed amount of \$1,321,540 through June 30, 2015.
  - (F) The third amendment to an agreement with Triple P America for the Positive Parenting Program, increasing the contract by \$51,707 resulting in a new total not to exceed amount of \$1,841,924 through June 30, 2015.
  - (G) The first amendment to an agreement with VIVA Strategy and Communication for the Triple P social marketing campaign, increasing the contract by \$100,000 resulting in a new total not to exceed amount of \$605,000 through June 30, 2015.
20. Authorize the Director of Health Services to execute the second amendment to an agreement with Drug Abuse Alternatives Center for human immunodeficiency virus (HIV) and hepatitis C virus (HCV) outreach, education, and testing services, increasing the contract by \$21,000 resulting in a new total not to exceed amount of \$747,115 for the period October 1, 2011 through June 30, 2016.

CONSENT CALENDAR (Continued)

21. Authorize the Director of Health Services to execute Standard Agreement Number CN130050 to receive revenue from the California Department of Education for the period July 1, 2013 through September 16, 2013 to conduct health and sanitation inspections for the Summer Food Service Program in an amount not to exceed \$29,960.

**HUMAN RESOURCES**

22. Adopt a Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Law Enforcement Manager's Association (SCLEMA), for the period of June 4, 2013 through December 1, 2015.

**HUMAN SERVICES**

23. Authorize Director of the Human Services Department to execute annual service provider contracts for Fiscal Year 2013-14 senior services utilizing Fiscal Year 2013-14 Area Agency on Aging funding totaling \$2,037,871.
24. Authorize the Human Services Director to execute annual service provider contract for Fiscal Year 2013-14 for CalFresh outreach with Redwood Community Health Coalition (\$90,000).
25. Adopt a Resolution authorizing the Director of the Human Services Department to designate an Administrator of Records for the Valley of the Moon Children's Home to meet Community Care Licensing requirements.
26. Authorize the Director of the Human Services Department to execute an agreement for Fiscal Year 2013-14 with On The Move-V.O.I.C.E.S. Sonoma for the administration of the Independent Living Skills Program for the period of July 1, 2013 to June 30, 2014 (\$200,000).
27. Approve and authorize the Director of the Human Services Department to execute annual service provider agreements for Fiscal Year 2013-14 for case management and counseling services for older adults as follows: Council on Aging, \$40,157; Petaluma People Services Center, \$32,045; Community and Family Service Agency, \$64,089; Jewish Family Children's Services, \$24,338.
28. Authorize the Director of Human Services to execute Memorandum of Understanding renewals for Fiscal Year 2013-14 with the opportunity to extend through Fiscal Year 2015-16, for recovery and vocational services to General Assistance participants with the following entities: California Human Development (CHD) \$70,000; Women's Recovery Services (WRS) \$13,000; and Drug Abuse Alternatives Center (DAAC) \$160,506.
29. Authorize the Director of Human Services to execute annual services provider agreements for Fiscal Year 2013-14 for supportive services to child welfare clients with Karen Church (\$67,000), Alternative Family Services (\$94,000), Sonoma County Adult and Youth Development (\$30,000), Sunny Hills Services (\$177,000), Kathleen Dark, PhD (\$35,000) and Rodolfo Rodriguez, PhD (\$50,000) for a total amount of \$453,000.

CONSENT CALENDAR (Continued)

30. Authorize the Director of the Human Services Department to execute annual service agreements for Fiscal Year 2013-14 for employment and training related services to benefit SonomaWORKS clients with the following agencies: Goodwill Industries of the Redwood Empire (\$1,742,100); Young Women's Christian Association (YWCA) of Sonoma County (\$52,068); and Santa Rosa Junior College (\$212,361), for a combined total of \$2,006,529.

**LAW LIBRARY**

31. Adopt an Ordinance increasing the Sonoma County Public Law Library's portion of the civil filing fee for the Superior Court from \$35 to \$38 effective January 1, 2014 and from \$38 to \$41 effective January 1, 2015. (Second Reading – Ready for Adoption)

**PERMIT AND RESOURCE MANAGEMENT**

32. Authorize the Chair to execute second amendment to Jacobson & Wack consulting services agreement for zoning code technical assistance services, to extend the term of the agreement from June 30, 2013 to June 30, 2015. All other terms of the agreement remain unchanged and in full force.

**SHERIFF'S OFFICE**

33. Authorize the Sheriff to execute the agreement with Sonoma Raceway for the NASCAR races event from June 20, 2013 through June 23, 2013. (Second District)

**TRANSPORTATION AND PUBLIC WORKS**

34. Approve and authorize the Chair to execute an agreement with the Volunteer Center of Sonoma County for countywide paratransit services for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$1,641,052.
35. Approve and adopt the revised Department of Transportation and Public Works Charles M. Schulz-Sonoma County Airport Disadvantaged Business Enterprises (DBE) Program and DBE goal for Federal Fiscal Years 2013-2015; and Authorize the Chair to sign the Department of Transportation and Public Works Charles M. Schulz-Sonoma County Airport Disadvantaged Business Enterprises (DBE) Program for Fiscal Years 2013-2015. (Fourth District)
36. Approve plans, specifications, estimate and contract for Federal Project CA-03-0577 Cotati Intermodal Facility, Phase I, County Project No. W07074; and Award contract for construction to the low bidder, Argonaut Constructors, in the amount of \$1,637,871 and authorize the Chair to execute construction contract with estimated project completion within 166 working days after issuance of County's Notice to Proceed. (Second District)
37. Award and authorize the Chair to execute agreement contract for construction management and related engineering services to CALTROP Corporation for the Porter Creek Road Bridge Project (C00028) total not-to-exceed \$768,616 with a term ending June 30, 2015. (First and Fourth Districts)

CONSENT CALENDAR (Continued)

38. Adopt a Resolution of local support authorizing the Director of Transportation and Public Works to file a funding application with the Metropolitan Transportation Commission for the West Sonoma County Scenic Farm to Market Access Project. (Fifth District)
39. Adopt a Resolution of local support authorizing the Director of Transportation and Public Works to file a funding application with the Metropolitan Transportation Commission for the 2015 Pavement Preservation Program. (Second, Fourth and Fifth Districts)
40. Authorize the Chair to execute agreement with Creative Bus Sales Inc., for the purchase of nine Eldorado National Axess heavy-duty transit coaches and one spare engine package (not to exceed \$5,278,464). Contractor shall complete all of the work called for under this agreement, on or before 300 days after execution of this agreement (March 31, 2014).
41. Adopt a Resolution authorizing the filing of a claim with the Metropolitan Transportation Commission for allocation of Transportation Development Act funds in the amount of \$8,706,708 and State Transit Assistance funds in the amount of \$1,638,626 for fiscal year 2013-14.
42. Authorize the Chair to execute an agreement between the County of Sonoma and the Santa Rosa Community Media Access Center, Inc. commencing July 1, 2013 through June 30, 2014 in an amount not to exceed \$50,000 for the filming and production of the County of Sonoma Board of Supervisors' meetings.

**MISCELLANEOUS**

43. Approval of Minutes – (A) Approve the Minutes of the Meeting of May 14, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Sonoma County Water Agency, and Board of Supervisors and (B) Approve the Minutes of the Meeting of May 14, 2013 of the Sonoma Valley County Sanitation District



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

(Items 44 through 51)

##### **PROBATION / COUNTY ADMINISTRATOR**

44. Accept the Community Corrections Partnership's (CCP) recommended Public Safety Realignment Plan for Fiscal Year 2013-14 (Year 3). (4/5 vote required)

##### **SONOMA COUNTY WATER AGENCY**

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

##### **AND**

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

45. Adopt a Resolution of the Board of Directors of the Sonoma County Water Agency and the Board of Supervisors approving the Russian River Compact (Compact); and authorizing and directing the Chair to sign the Compact.

##### **HEALTH SERVICES**

46. Pursuant to Government Code §7522.56 and required findings, certify that appointment of Julie Baldwin as a Licensed Clinical Social Worker (Retiree Extra-Help) is necessary to fill a critically needed position within 180 days of her retirement and approve her hiring date as early as June 5, 2013.

##### **HUMAN SERVICES**

47. Pursuant to Government Code § 7522.56 and required findings, certify that appointment of Judith Merrin as an Administrative Services Officer I (Retiree Extra Help) is necessary to fill a critically needed position within 180 days of her retirement and approve her hiring date as early as June 4, 2013.

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

48. **10:00 A.M.** – Conduct a public hearing pursuant to Proposition 218 majority protest procedures for the Salmon Creek Water District to determine if there is a majority protest related to specified proposed rate increases for providing water service. If no majority protest exists, adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed Ordinance, amending Ordinance No. 4024, as amended, of the Board of Supervisors for the Salmon Creek Water District for rate increases needed to fund the additional expenses of the District and water system for provision of water service. Consider the proposed Ordinance for adoption and a resolution levying the charges and approving collection on the tax roll at the June 18, 2013 meeting. (First Reading) (4/5 vote required) (Fifth District)

REGULAR CALENDAR (Continued)

**HUMAN RESOURCES / COUNTY ADMINISTRATOR**  
**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)

49. Receive report on workforce structure and approve recommended actions.
50. **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.)
51. 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 52 through 58)

52. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Pending Litigation – Settlement Negotiations – Name of Case: County of Sonoma v. Berkholtz/Yee – Case No. SCV 251970 (Govt. Code Section 54956.9(d)(1)).
53. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: County of Sonoma v. Federal Housing Finance Agency, U.S. District Court No. 4:10-cv-03270-CW and United States Court of Appeals for the Ninth Circuit No. 12-16986 (Govt. Code Section 54956.9 (d)(1)).
54. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Initiation of Litigation (Govt. Code Section 54956.9(d)(4)).
55. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Sonoma County Association of Retired Employees (SCARE) v. Sonoma County. United States District Court, Northern District: Case No. CV-09-4432 CW (Govt. Code Section 54956.9 (d)(1)).
56. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation (Govt. Code Section 54956.9(d)(2)).
57. 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/Janet Cory Sommer, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).
58. The Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Public Employee Performance Evaluation – Title: Agricultural Preservation and Open Space District General Manager (Govt. Code Section 54957).

### **RECONVENE FROM CLOSED SESSION**

59. Report on Closed Session.

### **60. ADJOURNMENTS**

## **VI. REGULAR AFTERNOON CALENDAR – NONE**

**NOTE: The next meeting will be held on June 10, 2013 at 8:30 a.m.**

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

1. June 10<sup>th</sup> – 21<sup>st</sup> – Budget Hearings
2. June 18<sup>th</sup> (AM) – Refuse Fee Schedule Hearing

3. June 18<sup>th</sup> (AM) – Agricultural Commissioner Fees
4. June 18<sup>th</sup> (PM) – CPH12-0004; State of California – Iron Rangers; Sonoma
5. June 25<sup>th</sup> (AM) – Hearing of Necessity, McGill Road Pipeline Project
6. June 25<sup>th</sup> (PM) – PLP12-0037; Zoning Text Amendment, Rio Nido
7. June 25<sup>th</sup> (PM) – Second General Plan Amendment



## 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:** June 4, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Services, District Attorney, Sheriff

**Staff Name and Phone Number:**

Diane Kaljian – (707) 565-5950

**Supervisorial District(s):**

All

**Title:** World Elder Abuse Awareness Day

### **Recommended Actions:**

Approve resolution proclaiming June 15, 2013 as World Elder Abuse Awareness Day in Sonoma County.

### **Executive Summary:**

The Board of Supervisors is requested to recognize June 15, 2013 as World Elder Abuse Awareness Day in Sonoma County in alignment with the International Network for the Prevention of Elder Abuse (INPEA). Since 2006, INPEA has promoted international elder abuse awareness in communities throughout the world.

In recognition of this day in Sonoma County, a World Elder Abuse Awareness Day banner and lawn flags will be planted on Sunday, June 9, 2013 at the corner of Mendocino Avenue and Bicentennial Way in Santa Rosa to symbolize the expanding number of reports of abuse and neglect made to Adult Protective Services and the Senior Advocacy Services Ombudsman Program in 2012. To increase awareness in Sonoma County, purple lapel pins are being distributed to the public and a website ([www.sceapc.org](http://www.sceapc.org)) with more information about elder abuse is being publicized throughout the County during the month of June 2013.

Elder abuse is a significant problem and one that is expected to grow as many countries experience rapidly aging populations. Research indicates that more than one in ten elders may experience some type of abuse, but only one in five cases or fewer are reported.<sup>1</sup> Findings of a recent study by the State of New York suggest that only one in 24 cases of elder financial abuse is reported.

Elder abuse investigation and prevention are a priority for the Human Services Department, Adult and Aging Division. Through the 24-hour hotline, Adult Protective Services (APS) received more than 2,900 reports of suspected elder and dependent adult abuse in 2012. This is a 44% increase in reports from 2005, just 7 years ago. The trend for 2013 indicates that the number of reports is continuing to increase. As a part of the Human Services Department Unmet Needs report (November 2012), the BOS approved new staff for the multi-disciplinary Elder Financial Protection team to address these complex issues.

Senior Advocacy Services Ombudsman Program responded to over 800 reports of elder abuse and neglect in licensed care facilities in Sonoma County in FY 2011-2012. Resolution for over 70% of the complaints was achieved for the residents through trained staff and over 2000 donated hours from volunteer Ombudsman

advocates.

The Sonoma County District Attorney’s Office has an Elder Protection Unit, which is exclusively dedicated to the prosecution of all elder abuse cases handled by the office. This Unit is made of up two prosecutors, a district attorney investigator, and a victim advocate, each of whom plays a vital and unique role in working to ensure that the rights of elder crime victims are honored throughout the prosecution of these critically important cases. Recognizing that elder victims require enhanced outreach services and that elder abuse cases must be handled expeditiously, the Elder Protection Unit works closely with APS, law enforcement, Senior Advocacy Services, and other community organizations to ensure that elder abuse investigations and prosecutions are prioritized and that elder crime victims are treated with dignity. Based on this collaboration, Sonoma County applied for and recently received a \$400,000 federal grant to fight elder abuse and the abuse of dependent adults. The grant was provided by the United States Department of Justice through the Office on Violence Against Women and Adults in Later Life. The grant has the support of stakeholders throughout the county, including the District Attorney’s Office, Human Services, law enforcement agencies, the Superior Court, and several community based advocacy groups. The purpose of the grant is to provide direct training to front line law enforcement officers and direct service providers in order to improve the quality of services provided, and to enhance the investigation and prosecution of elder and dependent adult abuse cases. We are very fortunate to have been selected from a nation-wide pool of applicants.

The Sheriff’s Office takes elder abuse very seriously and is committed to collaborative efforts to prevent these cases. The Sheriff’s Office aggressively investigates any and all allegations of elder abuse and works with the District Attorney’s office to bring those guilty of preying on the elderly to justice.

<sup>1</sup>National Center on Elder Abuse, 2010

**Prior Board Actions:**

Approved in prior years.

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

Creates awareness of elder abuse to increase prevention efforts and abuse reporting resulting in increased health and safety for Sonoma County seniors.

**Fiscal Summary - FY 12-13**

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

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

There are no fiscal impacts resulting from this administrative action.

**Staffing Impacts**

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

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

None.

**Attachments:**

Resolution.

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

None.



# County of Sonoma

## State of California

---

Date: June 4, 2013

Item Number: \_\_\_\_\_

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

---

4/5 Vote Required

---

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,**

**Whereas,** the issue of elder abuse affects isolated and vulnerable citizens of Sonoma County; and

**Whereas,** elderly and dependent adults have the right to be protected under the law from all types of abuse, including financial, physical, psychological, sexual, or neglect; and

**Whereas,** the issue of elder abuse prevention requires continual community awareness and education; and

**Whereas,** the Sonoma County Human Services Department provides the Adult Protective Service program, including social work and public health nursing services; and

**Whereas,** Senior Advocacy Services, through the Long-Term Care Ombudsman, investigates reports of elder abuse and neglect in licensed care facilities; and

**Whereas,** the Sonoma County District Attorney's Office investigates and prosecutes cases of elder abuse and the Victim Services Division provides advocacy, assists with restitution and other claims, and conducts outreach to raise awareness about threats to elder victims in the community; and

**Whereas,** the Sonoma County Sheriff's Office provides safety for victims, investigates allegations, and arrests offenders of elder abuse; and

**Whereas,** the Sonoma County Area Agency on Aging Advisory Council works to increase public awareness; and

**Whereas,** all citizens should be aware and educated about elder abuse prevention, and all members of the community, especially the most vulnerable citizens, should be able to live safe and secure lives without fear, neglect, pain or exploitation; and

**Whereas,** elder abuse should not be ignored nor endured.



Resolution #

Date:

Page 2

**Now, Therefore, Be It Resolved**, that June 15, 2013 be proclaimed as World Elder Abuse Awareness Day in Sonoma County.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisory District(s):**

Supervisor David Rabbitt, 565-2241

Second District

**Title:** Gold Resolution

**Recommended Actions:**

Approve a Gold Resolution Recognizing John Records For His 21 Years Service, Dedication and Leadership to the Citizens of Petaluma and Sonoma County Through the COTS Program Helping Vulnerable Children and Adults to Rebuild Their Lives. (Second District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

### Fiscal Summary - FY 12-13

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

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

None.

**Staffing Impacts**

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

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

None.

**Attachments:**

Resolution.

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

None.



County of Sonoma  
State of California

---

Date: June 4, 2013

Item Number: \_\_\_\_\_

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

---

4/5 Vote Required

---

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOGNIZING JOHN RECORDS FOR HIS SERVICE, DEDICATION AND LEADERSHIP TO THE CITIZENS OF PETALUMA AND SONOMA COUNTY THROUGH THE COMMITTEE ON THE SHELTERLESS (COTS) PROGRAM**

**WHEREAS**, John Records began his connection to COTS as a volunteer in the Family Shelter working with vulnerable children and their parents in 1989; and

**WHEREAS**, John Records joined COTS as Executive Director in 1992 and has served COTS and his community with honor, distinction and integrity for 21 years; and

**WHEREAS**, under John Records' leadership, COTS has grown and developed into an organization with 319 beds serving 2,300 children and adults each year with emergency food and shelter, transitional and permanent housing, and transformative programs; and

**WHEREAS**, the COTS programs led by John have helped more than 20,000 vulnerable children and adults to rebuild their shattered lives and get back under a roof of their own; and

**WHEREAS**, John has worked tirelessly to lead efforts to research, develop and implement innovative and effective service models and approaches, such as Restorative Integral Support, that have dramatically increased the effectiveness of the COTS programs and made COTS an organization recognized across the country as a model for other communities to follow; and

**WHEREAS**, John will continue to serve COTS on the Board of Directors and will co-found and lead the new National Center for Excellence in Homeless Services located at the State University of New York School of Social Welfare to teach COTS' innovative approaches to other homeless service organizations across the country.

**NOW, THEREFORE, BE IT RESOLVED** that the Sonoma County Board of Supervisors hereby recognizes John Records for his service, dedication and leadership to the citizens of Petaluma and Sonoma County, including the thousands of vulnerable children and adults whose lives have been touched by John and helped by the COTS program.

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisory District(s):**

Supervisor Shirlee Zane, 565-2241

Third District

**Title:** Gold Resolution

**Recommended Actions:**

Approve a Gold Resolution recognizing Barbara Fisher on the occasion of her retirement from the Volunteer Center of Sonoma County and for her many years of volunteer literacy education services throughout Sonoma County.

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

### Fiscal Summary - FY 12-13

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

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

None.

**Staffing Impacts**

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

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

None.

**Attachments:**

Resolution.

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

None.



County of Sonoma  
State of California

---

Date: June 4, 2013

Item Number: \_\_\_\_\_

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

---

4/5 Vote Required

---

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF SONOMA, STATE OF CALIFORNIA,  
RECOGNIZING BARBARA FISHER FOR HER CONTRIBUTIONS TO  
THE EDUCATION OF THE STUDENTS OF SONOMA COUNTY**

**Whereas**, all citizens have the opportunity to contribute to their communities throughout their lifespan, yet some individuals lead the way as exemplary role models; and

**Whereas**, Barbara Fisher joined the Volunteer Center in 1999 as a VISTA Volunteer to promote literacy in schools; and

**Whereas**, Barbara founded the Literacy Connection program to promote volunteer tutors in Sonoma County schools; and

**Whereas**, Barbara has spent countless hours promoting volunteer tutors at school board meetings, to school administrators, to the public at-large; and

**Whereas**, over the past 14 years, through Barbara's tireless efforts, over 3,400 volunteers have provided over 130,000 hours of student tutoring in 60 schools in 23 school districts in Sonoma County; and

**Whereas**, annual surveys of teachers show that the Literacy Connection tutors efforts result in 86% of students improving their reading skills and 87% of students improving their attitude toward school and learning; and

**Whereas**, Barbara has served as ESL teacher and Board President with the Adult Literacy League, was a founding member and President of the Sonoma County Literacy Coalition and Chair of the Central Library Advisory Board.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors hereby honors Barbara Fisher on the occasion of her retirement from the Volunteer Center of Sonoma County for her many years of service to the education of the youth of our County.



Resolution #  
Date: June 4, 2013  
Page 2

**Supervisors:**

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

**So Ordered.**



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Supervisor Shirlee Zane

Third District

**Title:** Gold Resolution

**Recommended Actions:**

Gold Resolution recognizing Carroll Estes on the occasion of her 75<sup>th</sup> birthday and for her many years of research and advocacy on Social Security and Medicare policy, health reform, long term care, and elder women's economic and health security.

**Executive Summary:**

**Prior Board Actions:**

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

**Fiscal Summary - FY 12-13**

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

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



County of Sonoma  
State of California

---

Date: June 4, 2013

Item Number: \_\_\_\_\_

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

---



---

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,  
STATE OF CALIFORNIA, RECOGNIZING CARROLL ESTES ON THE OCCASION  
OF HER 75TH BIRTHDAY AND FOR HER MANY YEARS OF RESEARCH AND  
ADVOCACY ON SOCIAL SECURITY AND MEDICARE POLICY, HEALTH  
REFORM, LONG TERM CARE, AND ELDER WOMEN'S ECONOMIC AND HEALTH  
SECURITY**

**Whereas**, through research, teaching, and public service, Carroll L. Estes has devoted her career to improving the health and economic security of vulnerable and underserved populations, with special attention to women, older persons, and minorities; and

**Whereas**, Carroll is a leading scholar and educator in policy on aging, geriatrics, Social Security, Medicare, and long term care, has been described as a prolific, persuasive, and original thinker; and

**Whereas**, Carroll is engaged in research, writing, and post-doctoral training at the UCSF School of Nursing's Institute for Health & Aging, which she co-founded in 1985; and

**Whereas**, Carroll has authored, co-authored, and co-edited 24 books, including edited volumes *Nation's Health*, and *Health Policy* which have been adopted in 400 Schools of Medicine and Nursing; and

**Whereas**, she is a distinguished scholar at the London School of Economics and the Sorbonne in Paris, Carroll was educated at Stanford University (B.A.), Southern Methodist University (M.A.), the University of California, San Diego (Ph.D.); and

**Whereas**, Carroll's work extends far beyond academia, as the San Francisco League of Women Voters acknowledged in naming her "A Woman Who Could Be President," she has been consultant to U.S. Commissioners of Social Security, U.S. Senate and House Committees, appointed to Presidential commissions, and elected to the Institute of Medicine of the National Academy of Sciences; and

**Whereas**, As former Board chair of the National Committee to Preserve Social

Resolution #

Date:

Page 2

Security and Medicare and current Chair of the National Committee Foundation, she is often in Washington DC working on Social Security, Medicare and Medicaid policy.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors hereby honors Carroll Estes on her 75<sup>th</sup> birthday and for her significant contributions to academic and political pursuits that benefit the health and economic security of vulnerable and underserved populations.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Directors, Sonoma County Water Agency, Occidental, Russian River, Sonoma Valley, and South Park County Sanitation Districts

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Water Agency, Occidental, Russian River, Sonoma Valley, and South Park County Sanitation Districts

**Staff Name and Phone Number:**

Anjenette Hayre / 521-1830

**Supervisory District(s):**

All

**Title:** As-Needed Electrical Engineering Services

### **Recommended Actions:**

Authorize Chair to execute an agreement with G.H.D. Inc. to provide as-needed electrical engineering services for the amount of \$90,000; agreement terminates on April 30, 2016.

### **Executive Summary:**

This item recommends an agreement with G.H.D. Inc. for as-needed electrical engineering services.

#### HISTORY OF ITEM/BACKGROUND

Sonoma County Water Agency (Water Agency) and its affiliated sanitation zones and county sanitation districts require as-needed electrical engineering and related services for power-generation, potable water production and treatment, waste water treatment, and miscellaneous facilities.

The Water Agency owns and operates Airport/Larkfield/Wikiup, Geyserville, Penngrove and Sea Ranch Sanitation Zones; and operates the Occidental, Russian River, Sonoma Valley, and South Park County Sanitation Districts (Districts) under contract with the Districts.

#### SELECTION PROCESS

On January 30, 2013, Water Agency issued a Request for Qualifications to the following four firms:

H.D.R., Inc., Folsom, CA

G.H.D. Inc., Santa Rosa, CA

Summit Engineering, Inc., Santa Rosa, CA

David M. Thomas & Associates, Petaluma, CA

The Water Agency also posted the Request for Qualifications on its web site.

The six firms listed below submitted Statements of Qualifications:

H.D.R., Inc., Folsom, CA

G.H.D. Inc., Santa Rosa, CA

Summit Engineering, Inc., Santa Rosa, CA

David M. Thomas & Associates, Petaluma, CA

Stantec Consulting Services, Inc., Petaluma, CA

Serra (an EandM Company), Healdsburg, CA

The Water Agency determined that all of the respondents were qualified to be added to a list of qualified consultants. Water Agency staff used the following criteria to evaluate each firm: responsiveness to the work requirements (for example, understanding of local issues and regulations, site familiarity), professional qualifications and overall performance commitment, demonstrated ability to perform the work in accordance with good practices common to the industry, exceptions to agreement terms, and cost. In addition, a 5% local preference weighting was given to firms from Sonoma County.

For projects requiring electrical engineering and related services, GHD was selected because they are located in Sonoma County and they have the expertise we require.

G.H.D., Inc. will perform the work under the subject as-needed agreement. The agreement amount is \$90,000, funded over three fiscal years, and terminates on April 30, 2016.

#### SERVICES TO BE PERFORMED

Under the proposed Agreement, G.H.D., Inc. will provide technical expertise for operation and maintenance of various pieces of electrical equipment and control processes. This equipment includes but is not limited to hydro generators, photovoltaic systems, diesel generators, motor control centers, switchgear, transformers, substations, motors, system controls and variable frequency drives.

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

N/A

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

Maintain safe and reliable operation of electrical equipment for water facilities.

Water Agency Water Supply Goals and Strategies, Goal 1: Work with Water Contractors to retain and improve the reliability of the water supply production and distribution systems, including during short-term emergencies, such as earthquakes, and during long-term challenges caused by extended droughts and global climate change.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 30,000		\$ 30,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 30,000</b>	<b>Total Sources</b>	<b>\$ 30,000</b>

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

FY 2012/2013 appropriation of \$30,000 is from the Water Transmission fund. FY 2013/2014 expenditures of \$30,000 will be budgeted in that fiscal year. FY 2014/2015 expenditures of \$30,000 will be budgeted in that fiscal year.

**Staffing Impacts**

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

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

N/A

**Attachments:**

N/A

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

Agreement (4 Copies)





## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Directors, Russian River County Sanitation District, Sonoma Valley County Sanitation District

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Curran Price 524-1179 / Kent Gylfe 547-1977

**Supervisorial District(s):**

First, Fifth

**Title:** Natural Hazard Reliability Assessment

### **Recommended Actions:**

a) Authorize Chair of Russian River County Sanitation District to execute an agreement with GHD Inc. to provide Natural Hazard Reliability Assessment services for the amount of \$150,000; agreement terminates on December 31, 2014; b) Authorize Chair of Sonoma Valley County Sanitation District to execute an agreement with GHD Inc. to provide Natural Hazard Reliability Assessment services for the amount of \$225,000; agreement terminates on December 31, 2014.

### **Executive Summary:**

This item requests approval to enter into two agreements with GHD Inc. to perform work related to the production of a Natural Hazard Reliability Assessment for the Russian River County Sanitation District and for the Sonoma Valley County Sanitation District.

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

Sonoma County is located in an area impacted by numerous natural hazards. Flooding, mudflows, and landslides are relatively common. Additionally, the Russian River County Sanitation District and Sonoma Valley County Sanitation District (Districts) are also located near major active faults. The occurrence of a natural disaster results in enormous cost to communities.

The Disaster Mitigation Act of 2000, adopted by the federal government, is intended to encourage pre-disaster planning. In addition to the pre-planning program there is also a national post-disaster Hazard Mitigation Grant Program. Communities that have developed Local Hazard Mitigation Plans (Local Plan) in advance of a disaster have access to a larger amount of federal funds.

The Federal Emergency Management Agency (Federal Agency) provides two funding mechanisms to

limit the effects of natural disasters as follows:

- a) Pre-Disaster Mitigation Program
- b) Hazard Mitigation Grants Program

These programs are designed to identify and mitigate threats to local infrastructure by natural hazards. Both of these programs require that the local entity prepare and adopt a Local Plan.

On January 8, 2008, the Sonoma County Water Agency (Water Agency) adopted a Local Plan that was approved by the Federal Agency. The 2012 update to that plan was approved by the Water Agency's Board of Directors on December 11, 2012, and was submitted to Federal Agency in January 2013. To date, the adoption of the Water Agency's Local Plan has been very successful as it has resulted in the award of over \$9 million from Federal Agency for projects to protect the Water Agency's Water Supply and Transmission system infrastructure from damage due to local hazards.

#### SELECTION PROCESS

On February 4, 2011 the Water Agency distributed a Request for Qualifications for Consulting Services for Natural Hazard Mitigation Projects to 18 engineering consulting firms including Disadvantaged Business Enterprises. Two firms, MMI Engineering and Winzler & Kelly (which has merged with and is now known as GHD Inc.), responded to the solicitation. Based on their demonstrated qualifications and experience with similar work, the outcome of this review placed both teams on the short-list to be considered for future projects.

The Natural Hazard Assessment requires specialized engineering analysis services. The Districts do not have the expertise and resources to conduct this work with in-house staff in a timely manner due to the specialized nature of the work and lack of available staff. The Districts therefore propose to hire a consultant for this work. GHD Inc. (Consultant) was selected from the shortlisted firms for the subject agreements based on their specialized experience designing and assessing sanitation related facilities.

#### SERVICES TO BE PERFORMED

Under the proposed Agreements, the Consultant will prepare Natural Hazard Reliability Assessments for Russian River and Sonoma Valley County Sanitation Districts. The assessments will evaluate Districts' existing infrastructure's potential damage from local hazards that may include fire, flooding, landslides, and earthquakes. The assessments will each include a mitigation strategy to help reduce risk to each Districts' infrastructure.

Hazard Assessments will identify vulnerability at the treatment plants and along the collection and disposal systems which will help protect the District facilities from natural hazards and be better able to respond to natural disasters. The findings identified in the assessment reports produced by Consultant may later be incorporated into the Water Agency's Local Hazard Mitigation Plan, at which time Water Agency staff anticipates presenting a subsequent agreement with Consultant to the Board for preparation of a new or modified Local Hazard Mitigation Plan.

**Prior Board Actions:**

- 12/11/12 Resolution No. 12-0572 to formally adopt the Sonoma County Water Agency’s Local Hazard Mitigation Plan 2012 Update; Plan was submitted to the Federal Emergency Management Agency in January 2013.
- 02/15/11 Resolution No. 11-0063 Formally approving Federal Emergency Management Agency funding for Water Agency Hazard Mitigation Infrastructure Improvements and designating the General Manager or his designee to receive Federal Agency grant funding.
- 01/08/08 Resolution No. 08-0015 Formally Adopting the Sonoma County Water Agency’s Local Hazard Mitigation Plan.

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

County Goal 1: Safe, Healthy, and Caring Community: The assessment will evaluate District’s existing infrastructure’s potential damage from local hazards that may include fire, flooding, landslides, and earthquakes. The assessment will include a mitigation strategy to help reduce risk to critical District infrastructure.

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

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 375,000		\$ 0
Add Appropriations Req’d.	\$	State/Federal	\$ 0
	\$	Fees/Other	\$ 375,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 375,000</b>	<b>Total Sources</b>	<b>\$ 375,000</b>

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

- a) FY 2012/2013 appropriation of \$150,000 from the Russian River County Sanitation District Fund
- b) FY 2012/2013 appropriation of \$225,000 from the Sonoma Valley County Sanitation District Fund

Total for two agreements is \$375,000. No additional appropriation is required.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
N/A			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Agreements (8 Copies)			

RW\\FILESERVER\DATA\CL\AGENDA\AGREES\06-04-2013 WA NATURAL HAZARD RELIABILITY ASSESSMENT\_SUMM.DOCM

CF/70-713-21 GHD INC. (AGREE FOR NATURAL HAZARD RELIABILITY ASSESSMENT FOR RUSSIAN RIVER CSD) TW 12/13-108 (ID 4610) & CF/70-712-21 FOR SONOMA VALLEY CSD) TW 12/13-109 (ID 4611)



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Michael Thompson, 521-1863  
Jay Jasperse, 547-1959

**Supervisorial District(s):**

All

**Title:** 2013 Sonoma County Water Agency Strategic Plan & 2013 Water Supply Strategies Action Plan

### **Recommended Actions:**

1. Resolution adopting the 2013 Sonoma County Water Agency Strategic Plan
2. Adopt the 2013 Water Supply Strategies Action Plan.

### **Executive Summary:**

This board item includes two key planning documents for the Sonoma County Water Agency (Water Agency):

The 2013 Sonoma County Water Agency Strategic Plan (Strategic Plan) – A comprehensive planning document with a five-year horizon that helps prioritize Water Agency resources in five program areas: water supply, flood protection, recycled water/sanitation, energy, and organizational effectiveness. The Strategic Plan provides high-level guidance for all aspects of the Agency's operations.

The 2013 Water Supply Strategies Action Plan (Action Plan) – An update of a plan developed in 2010 in cooperation with Water Agency contractors and with community input that addresses immediate and long-term challenges in providing a reliable regional water supply, including aging infrastructure vulnerable to natural hazards, and water supply uncertainties due to regulatory issues, drought, and climate change. The Water Supply Strategies Action Plan focuses on water supply projects and programs with greater detail than the Strategic Plan.

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

STRATEGIC PLAN -- On April 24, 2007, the Water Agency Board of Directors (Board) approved a five-year strategic priorities and water policy statement. The approved strategic priorities identified key initiatives related to priorities across all Water Agency program areas--water supply, sustainability, sanitation, flood control and organizational effectiveness. In September 2011, Water Agency staff began

the process of developing the new strategic plan. Five teams were formed and tasked with identifying goals and strategies to address the Water Agency's most pressing needs in the areas of Organizational Operations, Sanitation & Recycled Water, Water Supply, Energy and Flood Protection. Each team included staff from the Water Agency's five divisions: Administration, Engineering and Planning, Maintenance, Operations and Permit Compliance, Environmental Resources and Public Affairs. These teams, with input from senior managers, developed proposed goals and strategies to guide the Water Agency's program-wide activities for the next five years.

The teams identified 13 proposed strategic goals for the Water Agency, which included both priorities from the 2007 plan and new goals. These 13 goals are:

- a) Responsibly manage Water Agency finances.
- b) Increase organizational efficiency, effectiveness and resilience to natural disasters.
- c) Ensure that organizational culture emphasizes information sharing and collaboration.
- d) Enhance workforce capabilities.
- e) Increase community outreach.
- f) Work with Water Contractors to retain and improve the reliability of the water supply production and distribution systems, including during short-term emergencies, such as earthquakes, and during long-term challenges caused by extended droughts and global climate change.
- g) 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.
- h) Maintain stable water supply revenue source and improve operational efficiencies.
- i) Provide "Carbon Free Water" by reducing overall energy use, improving system efficiency and developing and utilizing renewable energy sources.
- j) Pursue funding and development of renewable energy projects of broad regional benefit to generate revenue, lower county-wide emissions profile and reduce long term rate exposure risk to consumers.
- k) Provide adequate rate-based revenues for sanitation systems, while pursuing new income and cost-cutting opportunities.
- l) Maintain, operate and modify flood protection facilities to meet current and future public needs.
- m) Meet or exceed environmental regulations and public health standards for sanitation systems..

Water Agency staff also identified 35 strategies to achieve these goals which are presented in the attached report *Sonoma County Water Agency 2013 Strategic Plan (A1)*. The Water Agency's proposed goals and strategies are not intended to change over the next five years, however the actions to achieve those goals will be changed each year as progress is achieved or conditions change.

In September 2012, the Board considered a summary presentation on the Draft Strategic Plan and directed staff to hold workshops to provide more detail on the goals and strategies. The first workshop was held on February 19, 2013 at the Water Agency administrative offices in Santa Rosa and covered energy and organizational operations. The second workshop took place on April 2, 2013 and covered water supply, flood protection and recycled water. The Board did not suggest changes to the plan. With Board approval of the attached resolution, the plan will be used to guide future budget and resource allocation decisions.

WATER SUPPLY ACTION PLAN (ACTION PLAN) – In April 2009, the Board held a workshop to discuss the challenges the Water Agency faces in providing a reliable regional water supply, including the economy, aging infrastructure, regulatory concerns, drought, and climate change. The Board directed staff to seek input from the Water Agency’s Water Contractors and the community. Staff completed this outreach and reported to the Board in September 2009. The Board directed staff, with input from the Water Contractors and other interested parties, “to commence and continue the development of new water supply projects, plans, and strategies to meet the reasonable expected future water demands of the Water Agency’s Water Contractors, taking into account the National Marine Fisheries Service Russian River Biological Opinion constraints and reduced Potter Valley Project flows, and incorporating the water supply strategies, climate change analysis, maximum levels of water conservation and efficiency measures, recycled water, conjunctive use and low impact development strategies.”

In response to this Board direction, staff developed a draft Action Plan, conducted additional public outreach, received comments, and refined the draft action plan. On September 21, 2010, the Board approved the strategies and directed the General Manager to finalize the Action Plan. The 2010 Action Plan described how each strategy was being carried out through specific activities and projects, identified involved parties, provided the status of each activity or project, and provided funding information. Actions were prioritized as:

1. Immediate Actions – Ongoing or to be initiated within current fiscal year.
2. Near-Term Actions – Likely to start within one to three years.
3. Long-Term Actions – No start date yet.

Important considerations of the Action Plan are, that: (1) coordination and partnerships are essential to achieving reliable, efficient and sustainable water resource management; (2) the strategies are interconnected; (3) the Action Plan is a living document and should be updated as progress is made and conditions change; and (4) transparency is critical to success.

The plan was updated in 2011. The 2013 Action Plan describes accomplishments, progress made and actions reprioritized from the 2011 plan. New activities initiated during the year have been added. The nine strategies identified in the original Action Plan have not changed.

As the 2013 Action Plan describes in detail, important projects and activities were completed, including securing rights to clean energy generated at Warm Springs Dam (hydropower) and the county landfill (methane) and constructing a new recycled water storage pond at the Sonoma Valley County Sanitation District plant.

In addition, significant progress has been achieved on critical programs and projects, including natural hazard reliability capital projects, projects required by the National Marine Fisheries Service Biological Opinion, groundwater and recycled water programs, and development of climate change modeling tools.

Looking forward, several projects have been reprioritized or added to the 2013 Action Plan, including planning for new Biological Opinion work in Dry Creek and at the Mirabel fish ladder, preparing for

Potter Valley Project relicensing, water supply reliability analysis in the upper Russian River, outreach and information gathering on climate change adaptation, new operational reliability projects, and Sonoma County Efficiency Financing (for energy and water conservation retrofits).

The updated Action Plan contains: (1) an executive summary; (2) a list of acronyms; (3) descriptions of nine strategies with prioritized actions and projects; (4) a summary of changes to the updated plan relative to the 2011 plan; and (5) a summary of Water Contractor and Water Agency water supply and reliability projects projected for the next 10 years.

This 2013 Action Plan continues the Water Agency's commitment to an open, transparent, and inclusive water supply planning process. Staff has been working closely with the Water Contractors' Technical Advisory Committee to develop the updated Action Plan. The draft Action Plan was presented at the December 3, 2012 Technical Advisory Committee meeting. Comments were received and the plan was revised. A revised draft Action Plan was presented to the Water Advisory Committee meeting on February 4 and May 6, 2013. No comments were received from Water Advisory Committee members.

At an April 2 workshop, Chief Engineer Jay Jasperse provided a detailed discussion of the Action Plan and 2013 outreach to the Board. The Board did not make any suggested changes to the draft Action Plan.

**Prior Board Actions:**

- April 2, 2013: Workshop held on Strategic Plan water supply, flood protection and sanitation/recycled water strategies and Action Plan update.
- February 19, 2013: Workshop held on Strategic Plan energy and organizational effectiveness strategies.
- December 13, 2011: Reviewed 2011 Action Plan.
- September 21, 2010: Adopted Action Plan.
- September 15, 2009: Adopted Resolution 09-0871, Water Project Redirection and New Water Supply Strategies.
- April 13, 2009: Water Supply and Planning Workshop.
- April 24, 2007: Adopted Water Agency's strategic priorities and policy statement.

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

A five-year strategic plan ensures that current and future residents will have reliable, high-quality water, sanitation and flood protection services. The Action Plan is a forward looking document aimed at improving water supply reliability and maintaining quality for future generations.

Both documents meet the Water Agency Organizational Goal Number 1: Increase organizational efficiency, effectiveness, and resilience to natural disasters.



**Fiscal Summary - FY 12-13**

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

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

Both the Strategic Plan and the Action Plan will be used as guiding documents for future budget decisions.

**Staffing Impacts**

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

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

**Attachments:**

Resolution; 2013 Strategic Plan (A1).

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

2013 Water Supply Strategies Action Plan



# County of Sonoma

## State of California

---

Date: June 4, 2013

Item Number: \_\_\_\_\_

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

---

4/5 Vote Required

---

### **Resolution Of The Board Of Directors of the Sonoma County Water Agency, State Of California, Adopting the 2013 Water Agency Strategic Plan.**

**Whereas**, the Sonoma County Water Agency (Water Agency) provides water to eight cities and special districts serving more than 600,000 people in Sonoma and Marin counties; and

**Whereas**, the Water Agency owns or operates sanitation facilities in eight sanitation districts and zones throughout Sonoma County, providing both critical sewer treatment for thousands of homes and businesses and highly-treated recycled water for environmental enhancement and to farmers; and

**Whereas**, the Water Agency maintains more than 75 miles of streams throughout Sonoma County, and has numerous facilities to help reduce the risk of flooding while providing environmental and recreation benefits; and

**Whereas**, as the largest energy user in Sonoma County, the Water Agency has a special responsibility to energy efficiency and is committed to the goal of operating a carbon free water system by 2015 through a diverse home-grown energy portfolio, reduced energy and fuel needs, and renewable energy production; and

**Whereas**, the Water Agency's mission is to effectively manage the water resources in our care for the benefit of people and the environment through resource and environmental stewardship, technical innovation, and responsible fiscal management; and

**Whereas**, the Water Agency has a duty to its Water Contractors, ratepayers and the general public to keep rates low and stable through efficient operations, by securing grants and other sources of funding and by careful long-term planning; and

**Whereas**, many of the Water Agency's collector wells, pipes, pumps, flood control channels, and treatment plants are more than a half-century old; and

**Whereas**, global climate change presents uncertainties in the timing, frequency and

Resolution #

Date:

Page 2

duration of the storms that provide much of the Water Agency's water supply and that create flooding and challenges for wastewater treatment; and

**Whereas**, preparing for these challenges requires that the Water Agency identify its highest priority goals and developing strategies to meet these goals over a five-year horizon; and

**Whereas**, these goals and strategies can only be achieved by a workforce that is committed to success.

**Now, Therefore, Be It Resolved** that the Board of Directors of the Sonoma County Water Agency, does hereby fine, determine and declare as follows:

1. All of the above recitals are true and correct;
2. The 2013 Strategic Plan is hereby adopted.

**Directors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

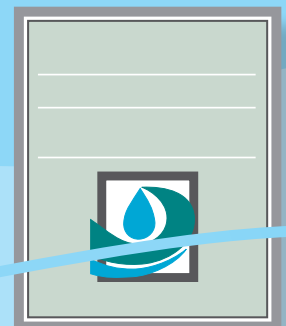
Abstain:

**So Ordered.**

# 2013 STRATEGIC PLAN

---

SECURING OUR FUTURE BY INVESTING IN OUR  
ENVIRONMENT COMMUNITY WATER RESOURCES





# ORGANIZATIONAL GOALS AND STRATEGIES

The mission of the Sonoma County Water Agency is to effectively manage the water resources in our care for the benefit of people and the environment through resource and environmental stewardship, technical innovation, and responsible fiscal management.

---

## **GOAL 1 : INCREASE ORGANIZATIONAL EFFICIENCY, EFFECTIVENESS AND RESILIENCE TO NATURAL DISASTERS**

### Strategy 1: Conduct hazard and emergency preparedness activities

- Objective 1: Perform individual and multi-agency emergency response preparedness, trainings and exercises.
- Objective 2: Evaluate infrastructure vulnerabilities and impacts on our customers.
- Objective 3: Continue implementation of Local Hazard Mitigation Plan and infrastructure improvement projects (see Water Supply, Sanitation and Flood Control Sections for further information).
- Objective 4: Incorporate GIS into emergency preparedness and response activities.

### Strategy 2: Formalize continuous improvement processes across the Water Agency

- Objective 1: Continue to invest in documentation and development of standard operating procedures.
- Objective 2: Conduct internal and external audits of the Water Agency's Quality and Environmental Management systems.
- Objective 3: Pursue ISO Certification.
- Objective 4: Perform continuous business process improvement activities to ensure effective and efficient use of resources.

### Strategy 3: Increase information fluidity

- Objective 1: Redesign/redevelop Intranet to smooth process for multiple content contributors to post information.
- Objective 3: Improve resources for documentation, processes and procedures.
- Objective 2: Improve Internet website –
  - Explore creating interactive “micro-sites” around specific messages/issues.
  - Integrate social media into Internet website.
  - Redesign/redevelop Internet website using an open source Content Management System by 2013.

### Strategy 4: Integrate Water Agency data systems

- Objective 1: Continue to invest in Supervisory Control and Data Acquisition (SCADA) infrastructure upgrades.
- Objective 2: Integrate billing system/ Systems Applications and Products (SAP)/SCADA data.
- Objective 3: Evaluate databases and consolidate/integrate information where possible.
- Objective 4: Incorporate GIS into computer maintenance management systems.

**Strategy 5: Continuously evaluate and utilize feasible technologies**

- Objective 1: Update Water Agency policies on use of new technologies.
- Objective 2: Investigate opportunities for Water Agency use of personally owned tablets, mobile devices, texting and the creation of stipends to reimburse employees for these costs.
- Objective 3: Purchase additional shared resources for temporary use (mobile devices, tablets, laptops).

**GOAL 2 : RESPONSIBLY MANAGE WATER AGENCY FINANCES**

**Strategy 1: Pursue new sources of income, including grants, loans and private-public partnerships**

- Objective 1: Build additional in-house capacity to pursue grants and loans, with the goal of a 500 percent return on investment.
- Objective 2: Actively engage in state and federal legislative water bond and/or funding debates to ensure that Water Agency's views are represented and needs are addressed.
- Objective 3: Pursue regional collaboration/partnerships with public and private entities where feasible.

**Strategy 2: Minimize rate spikes and operating cost escalation**

- Objective 1: Investigate options for assisting with rate stability.
- Objective 2: Develop and implement a plan for building financial reserves.
- Objective 3: Establish a business case for each major Water Agency program or initiative.
- Objective 4: Ensure regulatory and legislative compliance by establishing and maintaining continuous review and monitoring of compliance requirements.

**GOAL 3: INCREASE OUTREACH TO COMMUNITY AND EMPLOYEES**

**Strategy 1: Improve Public Education/Awareness of Water Agency**

- Objective 1: Continue offering facility tours.
- Objective 2: Expand educational curriculum and explore funding opportunities.
- Objective 3: Increase use of social and conventional media.
- Objective 4: Utilize Internet to update public with current and useful information.
- Objective 5: Update and distribute informational brochures on Water Agency facilities.

**Strategy 2: Increase community outreach on Water Agency services and projects**

- Objective 1: Increase internal knowledge of populations served by Water Agency managed systems.
- Objective 2: Evaluate effectiveness of outreach methods (door hangers/ mailers/ social media use as most appropriate).
- Objective 3: Increase public awareness of rebate programs, safe medicine programs, etc.
- Objective 4: Continue community-based partnerships with local businesses/organizations/ environmental groups to keep the public informed on water quality issues.
- Objective 5: Continue to promote the water-energy nexus component of the Water Education Program.

**Strategy 3: Expand communication of the Water Agency's core business functions, mission, vision, and core values with employees, business partners and our community**

- Objective 1: Use a cross-functional team to evaluate and update the Water Agency's mission, vision and core values statement to align with strategic planning goals and objectives.
- Objective 2: Continue to collaborate with regulatory partners and expand collaboration with other regional and community organizations.
- Objective 3: Incorporate additional and recurring messaging (mission, functions, collaboration and innovation) in the Water Agency's existing community and partner outreach programs and include similar, or same, messaging in new internal outreach for employees.

**GOAL 4: ENSURE THAT ORGANIZATIONAL CULTURE EMPHASIZES INFORMATION SHARING AND COLLABORATION**

**Strategy 1: Continue improvement of internal communications program**

- Objective 1: Identify a leader to ensure the communications program is developed and implemented.
- Objective 2: Identified leader to include budget request for internal communications program in budget.
- Objective 3: Identify a core team of employees to develop and implement a communications plan.
- Objective 4: Establish an ongoing representative council of employees to ensure communication plan goals are met and act as a sounding board for issues or trends as needed.
- Objective 5: Hold twice a year all-hands meeting with informative division/section presentations.

**Strategy 2: Develop an Agency-wide project management process that utilizes cross functional collaboration on projects, programs and proposals**

- Objective 1: Identify existing project management processes, trainings, common themes and gaps.
- Objective 2: Utilize the management/supervisor meetings to announce new projects, programs and proposals. Determine if a collaboration team is needed and who should establish one.
- Objective 3: Develop Intranet resource page to consolidate project management training and reference materials.
- Objective 4: Identify project management training requirements for Water Agency staff (courses for new project managers and refresher course).
- Objective 5: Establish a cross-functional team and team leader to develop, implement and monitor the process.



## **GOAL 5: ENHANCE WORKFORCE CAPABILITIES**

### **Strategy 1: Increase understanding of Water Agency facilities and functions**

- Objective 1: Regularly schedule site tours for new and existing staff.
- Objective 2: Designate a “Go-To” person from each section to answer questions for new employees.
- Objective 3: Establish a “Frequently Asked Questions” on facilities and functions.
- Objective 4: Perform three month check-in with new employees to collect feedback and identify support needs.
- Objective 5: Provide the opportunity to attend Water Agency division meetings by:
  - Putting calendar of meetings/agendas/minutes to Intranet
  - Allowing staff to attend such meetings as work allows.
- Objective 6: Offer staff the opportunity to observe operations demonstrations and construction projects.

### **Strategy 2: Support continuous training and career development program**

- Objective 1: Establish individual’s goals and promotional opportunities with supervisor (in writing) to be revisited annually and upon performance review.
- Objective 2: Assign a training coordinator to track past and promote future training (mandatory and desired).
- Objective 3: Provide employee training on the promotional process and career development options.
- Objective 4: Evaluate existing performance evaluation forms and improve process/use.
- Objective 5: Conduct succession planning through documentation of work processes and training.

# SANITATION GOALS AND STRATEGIES

The Water Agency manages and operates eight different sanitation districts and zones throughout Sonoma County that serve over 50,000 people. These include the Sonoma Valley, Russian River, Occidental and South Park County sanitation districts and the Geyserville, Penngrove, Sea Ranch and Airport/Larkfield/Wikiup sanitation zones. High-quality tertiary treated recycled water is an important source of water that helps offset potable water demands.

## **GOAL 1: MEET OR EXCEED ENVIRONMENTAL REGULATIONS AND PUBLIC HEALTH STANDARDS**

### Strategy 1: Optimize use of existing and future technology to streamline processes

- Objective 1: Compare current treatment processes to new technology to determine if treatment can be optimized while lowering costs.
- Objective 2: Update hardware and software for SCADA to newest applicable technology that maximizes efficiencies and allows all treatment facilities to operate under the same operating system.
- Objective 3: Build on GIS database for collection systems and develop database for industrial waste.
- Objective 4: Evaluate the feasibility of remote monitoring of industrial waste users.

### Strategy 2: Conduct long-term planning to prepare for regulatory changes and to meet operational needs

- Objective 1: Identify staff dedicated to planning activities including:
  - Utilization of an asset management approach for collection system improvements (systematic approach to identify and prioritize) which includes analysis of existing data, condition assessment, and hydraulic modeling.
  - Identifying long term needs for storage, disposal, treatment, and collection systems.
- Objective 2: Develop emergency/disaster response plans for each sanitation system.
- Objective 3: Update sanitation code and standards for all districts and zones.
- Objective 4: Continue to review and provide input on proposed regulations and policy.


### Strategy 3: Increase reuse and decrease surface water discharges of recycled water

- Objective 1: Identify cost-effective reuse opportunities
- Objective 2: Participate in regional collaborative partnerships to promote water reuse for agriculture, municipal and environmental purposes.

## **GOAL 2: PROVIDE ADEQUATE RATE-BASED REVENUES, WHILE PURSUING NEW INCOME AND COST-CUTTING OPPORTUNITIES**

### Strategy 1: Ensure annual service charges provide adequate revenues for operations, maintenance and long-term capital needs

- Objective 1: Update long-term financial plans on a regular basis.
- Objective 2: Develop annual budgets consistent with the long-term financial plans.
- Objective 3: Continue review of applicability of water-use based rate structure for all districts and zones.

- 
- Objective 4: Limit cost increases for routine operations and maintenance activities to the Consumer Price Index (CPI) rate.
  - Objective 5: Examine alternative opportunities for sludge disposal.
  - Objective 6: Research regional collaboration/partnerships for operational and maintenance efficiencies(maintenance/operations/service contracts/recycling where appropriate).
  - Objective 5: Evaluate feasibility of consolidation and regionalization for select districts/zones (ie: West County, Penngrove/Petaluma, South Park/Santa Rosa).
  - Objective 6: Improve internal operational and maintenance efficiencies. (Process optimization, energy saving measures, conservation of resources, automation, staff cross-training, etc.).
  - Objective 7: Increase revenues for sale of recycled water.

# ENERGY GOALS AND STRATEGIES

The Water Agency's enabling legislation authorizes the Agency to generate energy as one of its core services. In 2011, the Sonoma County Water Agency's Board of Directors approved an Energy Policy to guide the Water Agency's energy-related efforts. This policy directed the Water Agency to continue efforts towards the Carbon Free Water program as well as pursuing projects of regional benefit.

## **GOAL 1: PROVIDE "CARBON FREE WATER" BY REDUCING OVERALL ENERGY USE, IMPROVING SYSTEM EFFICIENCY, AND DEVELOPING AND UTILIZING RENEWABLE ENERGY SOURCES**

## **GOAL 2: PURSUE FUNDING AND DEVELOPMENT OF RENEWABLE ENERGY PROJECTS OF BROAD REGIONAL BENEFIT TO GENERATE REVENUE, LOWER COUNTY-WIDE EMISSIONS PROFILE AND REDUCE LONG TERM RATE EXPOSURE RISK TO CONSUMERS.**

### Strategy 1: Improve internal Water Agency energy efficiencies

- Objective 1: Integrate Water Agency energy efforts to address system efficiencies (ISO, Water Action Plan, etc).
- Objective 2: Improve operational energy efficiencies through the replacement of inefficient equipment.
- Objective 3: Optimize water transmission and sanitation processes .
- Objective 4: Implement sustainable business practices to minimize energy use such as heating, cooling, lighting, computer use, recycling, etc.
- Objective 5: Revise Fleet Services Guide to address fleet efficiency.

### Strategy 2: Develop and maintain energy-related partnerships

- Objective 1: Coordinate regionally to maintain a leadership role in energy programs.
- Objective 2: Collaborate with other local governments to achieve their GHG reduction goals.
- Objective 3: Engage Water Contractors in energy and water-energy nexus efforts.
- Objective 4: Build national partnerships to leverage influence in legislative outcomes, pursuit of funding and exchange of best practices.

### Strategy 3: Develop and enhance project/ programs to support the Energy Policy

- Objective 1: Invest in appropriate staff levels to successfully implement programs and goals.
- Objective 2: Continue to monitor and document GHG emissions.
- Objective 3: Conduct research that is mutually beneficial to the Agency and the public.
- Objective 4: Explore and implement emerging technologies.
- Objective 5: Invest in development of future energy sources.
- Objective 6: Support the development of a long term plan for regional energy management.
- Objective 7: Invest in alternative energy projects that provide benefits to the Water Agency and the region such as biomass, biofuel, solar, wind, carbon sequestration, geothermal, landfill gas, hydrokinetic energy, vehicle charging network.
- Objective 8: Invest in regional programs that reduce GHG emissions and promote local economic growth such as Sustainable Energy Utility, Community Choice Aggregation and Integrated Regional Water Management Plans.



**Strategy 4: Track, advocate and support legislative and regulatory aspects of energy and the energy-water nexus**

- Objective 1: Comply with approved legislation and regulations such as AB32 and SB375.
- Objective 2: Streamline approval process such as pursuit of exemptions for renewable energy projects.
- Objective 3: Maintain leadership and expertise in this field through legislative vehicles such as AB881 (RCPA), AB811 (SCEIP), SB790 (CCA) and the North Coast Integrated Regional Water Management region.

# WATER SUPPLY GOALS AND STRATEGIES

The Water Agency provides high quality drinking water to over 600,000 people in Sonoma and northern Marin counties. From its large collector wells near the Russian River, the Water Agency distributes naturally filtered water to the cities of Santa Rosa, Rohnert Park, Cotati, Petaluma and Sonoma; the Town of Windsor; and Valley of the Moon and North Marin water districts. These cities and water districts distribute the water to residents and businesses.

---

## **GOAL 1: WORK WITH WATER CONTRACTORS TO RETAIN AND IMPROVE THE RELIABILITY OF THE WATER SUPPLY PRODUCTION AND DISTRIBUTION SYSTEMS, INCLUDING DURING SHORT-TERM EMERGENCIES, SUCH AS EARTHQUAKES, AND DURING LONG-TERM CHALLENGES CAUSED BY EXTENDED DROUGHTS AND GLOBAL CLIMATE CHANGE.**

Strategy 1: Ensure that aging infrastructure is assessed, maintained and replaced regularly

- Objective 1: In consultation with Water Contractors, develop a plan to provide consistent funding for operational reliability and natural hazard projects by 2013.
- Objective 2: Evaluate conditions of transmission system, especially portions experiencing elevated velocities.
- Objective 3: Analyze performance and water quality of Collector Wells 1 through 5, and if necessary, develop a plan for any needed repairs or replacement.
- Objective 4: Work with contractors to evaluate regional and sub-regional projects that could be combined with Water Agency projects to increase overall reliability in the most cost effective manner.
- Objective 5: Establish flow control between Wohler and Mirabel.

Strategy 2: Reduce the Water Transmission System's vulnerability to earthquakes or other catastrophic events

- Objective 1: Assess opportunities for serving water to areas most at risk if a pipeline rupture was to occur, such as creating a looped design between the Petaluma and Sonoma aqueducts.
- Objective 2: By 2013, establish and document Mirabel Dam Emergency Response Plan for dam failure or damage, and assess opportunities for improvements and replacement.
- Objective 3: Continue aggressive implementation of the projects identified in the current Local Hazard Mitigation Plan
- Objective 4: Update Local Hazard Mitigation Plan by 2013 and prepare to implement projects identified in new plan.
- Objective 5: Complete upgrade of emergency preparedness system response by summer 2012 and increase emergency preparedness drills and exercises to improve readiness.

Strategy 3: Continue preparing for long-term changes to water supply brought about by extended droughts and global climate change

- Objective 1: Complete USGS climate change modeling (which will model changes at the local watershed level) in 2012, and develop a specific adaptation plan based on study results by 2014.

- Objective 2: Support federal agencies in installing additional weather sensors to provide more accurate forecasting that will enable Water Agency to better preserve water supply.
- Objective 3: Aggressively pursue opportunities to diversify water sources.
- Objective 4: Update method of allocating water during shortages, whether short-term droughts or long-term declines in diversions from the Russian River by completing updated models.

**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**

**Strategy 1: Continue to monitor potential changes in regional water supply, demands, and diversions**

- Objective 1: Stay engaged in the Federal Energy Regulatory Commission relicensing activities associated with PG&E's Potter Valley Project.
- Objective 2: Continue to monitor potential impacts to the Water Agency's existing water rights and identify future water rights needs.

**Strategy 2: Protect quality and improve scientific understanding of our existing water supply**

- Objective 1: Continue implementation of the Russian River Biological Opinion by:
  - Constructing first three miles of Dry Creek habitat enhancement by 2017;
  - Submitting certified EIR on Russian River flow changes to state board by September 23, 2013;
  - Constructing new fish screens and ladder by 2015; and
  - Implementing lagoon management plan annually.
- Objective 2: Continue research on natural filtration capacity of Russian River sand and gravels.
- Objective 3: Support the creation of an independent science panel to describe how upper Russian River system (including surface and groundwater) interact and identify data gaps for possible future study.
- Objective 4: Enhance operations at Lake Mendocino by evaluating modified reservoir operations in cooperation with the U.S. Army Corps of Engineers by 2014 and by developing a comprehensive water use agreement with Mendocino County water districts by 2013.
- Objective 5: Continue working with organizations focused on reducing non-point source pollution.
- Objective 6: Assess opportunities to upgrade water treatment chemical control systems.

**Strategy 3: Increase local water supply, water reuse and water conservation**

- Objective 1: Complete studies on stormwater retention and groundwater recharge in 2012, and where appropriate, begin program implementation. Also included as Goal 1, Strategy 5, Objective 1 for Flood Control.
- Objective 2: Ensure efficient use of every drop of water by conducting leak detection research using advanced analytics.

- Objective 3: Develop new and alternative supply and pursue water reuse projects including in the Town of Windsor and in Sonoma Valley.
- Objective 4: Complete groundwater banking study by January 1, 2013 and, where appropriate, begin developing projects that will store off-peak water for drought and emergency use and peak demand periods.
- Objective 5: Work with contractors and community stakeholders via groundwater studies (including in Sonoma Valley, Santa Rosa Plain and possibly Petaluma) to diversify local supplies in order to reduce “peaks” and to increase diversity of water sources

**GOAL 3: MAINTAIN STABLE WATER SUPPLY REVENUE SOURCE AND IMPROVE OPERATIONAL EFFICIENCIES**

Strategy 1: Ensure existing revenue structure is stable, predictable and equitable

- Objective 1: Complete, enhance and use long-term financial model to allow customers and Water Agency to evaluate cost-benefit and feasibility of alternative Water Agency projects.
- Objective 2: Work with contractors to evaluate different rate structures, including a base-demand system instead of a peak summer-demand system; seasonal rates; and fixed versus variable cost structures.
- Objective 3: Identify changes needed in Restructured Agreement to better reflect current and anticipated future conditions.

Strategy 2: Partner with technological innovators and contractors with objective of developing concepts that can save water, increase reliability and reduce costs over the long run.

- Objective 1: Complete leak detection study with IBM in 2012.
- Objective 2: Continue development of data management system (known as the “Collaboration Platform”) in partnership with IBM that provides operational data of Water Agency’s and contractors’ systems by including:
  - SCADA information from two additional contractors;
  - Automated meter infrastructure (AMI); and
  - Integrated weather forecasting.
- Objective 3: Develop AMI for the water transmission system. Explore opportunities presented by smart phones/tablet computers to increase water-use efficiency.
- Objective 4: Explore opportunities for providing Water Agency contractors with enhanced data and reports from SAP software to offer them more information to increase efficiencies and lower costs.



# FLOOD CONTROL GOALS AND STRATEGIES

Flood risks in most communities in Sonoma County have been reduced through the construction of flood protection facilities which include flood control channels and stormwater detention reservoirs. The Water Agency maintains these flood protection facilities in a manner that balances public safety and environmental needs.

## **GOAL 1: MAINTAIN, OPERATE AND MODIFY FLOOD PROTECTION FACILITIES TO MEET CURRENT AND FUTURE PUBLIC NEEDS**

**Strategy 1: Maintain channels in accordance with roughness objectives, permit requirements and other applicable regulations**

- Objective 1: Identify roughness objectives for each channel.
- Objective 2: Maintain channels in accordance with roughness objectives, permit requirements and other applicable regulations.
- Objective 3: Complete revision of Flood Control Design Criteria.
- Objective 4: Develop long-term sediment removal maintenance priority schedule.

**Strategy 2: Maintain flood control facilities in an environmentally sustainable manner**

- Objective 1: Develop vegetation arrangement standards for flood control channels.
- Objective 2: Obtain National Pollution Discharge Elimination System (NPDES) aquatic spray permit.
- Objective 3: Work with partnerships to develop and maintain desirable vegetation.
- Objective 4: Develop shade canopy and manage, or reduce the impact of, invasive plant species.

**Strategy 3: Provide flood protection service in a cost-effective manner**

- Objective 1: Improve coordination of maintenance database, GIS and SAP to improve tracking of costs, maintenance work and regulatory compliance.
- Objective 3: Maintain Sonoma County Youth Ecology Corps Program.
- Objective 4: Develop long-term financial plans for each flood control zone that maintain prudent reserves.
- Objective 5: Clarify roles and responsibilities of Water Agency staff and partners for flood protection services.

**Strategy 4: Increase awareness of flood control facilities and watershed protection**

- Objective 1: Sponsor community service days and cleanup events.
- Objective 2: Identify appropriate locations for additional educational signage.

**Strategy 5: Evaluate future flood protection needs by creating or updating hydrologic and hydraulic models**

- Objective 1: Complete studies on stormwater retention and groundwater recharge in 2012, and where appropriate, begin program implementation. Also included as Objective 1 for Goal 2, Strategy 1 with Water Supply.
- Objective 2: Quantify existing hydraulic capacities of flood control facilities.
- Objective 3: Identify new hydrologic forecasting technologies.
- Objective 4: Use updated hydrologic and hydraulic data to create and/or update models for each flood control zone.





Scan the QR code to access our website.



404 Aviation Boulevard, Santa Rosa, California 95403  
707.547.1900 • [www.sonomacountywater.org](http://www.sonomacountywater.org)





## 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:** June 4, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Agricultural Commissioner /Sealer

**Staff Name and Phone Number:**

Tony Linegar 565-2371

**Supervisorial District(s):**

**Title:** Agricultural and Weights & Measures Program Contracts

### **Recommended Actions:**

Adopt resolution authorizing the Sonoma County Agricultural Commissioner/Sealer to execute agreements and amendments to agreements awarded in fiscal year 13/14 and calendar years 2013 and 2014 with the State of California Department of Food and Agriculture (CDFA), California Department of Pesticide Regulations (CDPR), and Division of Measurement Standards (DMS), for various ongoing agricultural and weights & measures programs generating an estimated \$2.9 million in revenue.

### **Executive Summary:**

The recommended action will allow the Agricultural Commissioner/Sealer or his authorized representative to execute the agreements or amendments to the agreements specified below with the CDFA, CDPR and DMS for existing programs for services performed by or for the Agricultural Commissioner's Office in FY 13-14 and calendar years 2013 and 2014. This eliminates the need to prepare individual Board reports for each of these agreements. This process will result in more efficient use of departmental, County Counsel, County Administrator's Office, and Board staff time. The Board has granted the Agricultural Commissioner/Sealer this authority annually since September 14, 2010.

The proposed action applies only to contracts for ongoing programs. The Agricultural Commissioner/Sealer would seek Board approval for any agreements for new regulatory programs.

The State concurs with this process, as it is consistent with how other California Agricultural Commissioners/Sealers process their contracts. County Counsel also concurs that since the contracts are in a standard form not subject to negotiation, the contracts do not require further Counsel review.

The Agricultural Commissioner/Sealer is requesting authorization to execute the following contracts, with the current estimated annual revenue or expenses in amounts indicated below. Should revenues or expenses in these contracts change significantly, we will utilize the appropriate county process to adjust our budget accordingly. The two contracts that are awarded for a calendar, rather than fiscal year, are noted.

Program/Activity	Estimated Annual Revenue (R)/Expenditure (E)	Agency
W&M Petroleum Program	\$8,400 (R)	DMS
Egg Quality Control	\$11,340 (R)	CDFA
Sudden Oak Death	\$18,905 (R)	CDFA
Pest Detection	\$145,429 (R)	CDFA
Pest Detection – EGVM (Calendar Year 2013)	\$974,831 (R)	CDFA
Pest Detection – EGVM (Calendar Year 2014)	\$825,000 (R)	CDFA
Pest Exclusion – EGVM (Calendar Year 2013)	\$198,230 (R)	CDFA
Pest Exclusion – EGVM (Calendar Year 2014)	\$100,000 (R)	CDFA
Nursery Inspection	\$2,500 (R)	CDFA
Ag Statistics	\$1,600 (R)	CDFA
Pesticide Use Reporting	\$19,737 (R)	CDPR
Organic Registration & Spot Inspection	\$27,840 (R)	CDFA
Pest Exclusion - LBAM	\$28,249 (R)	CDFA
High Risk Pest Exclusion	\$16,769 (R)	CDFA
Pierce's Disease Control – GWSS (12/13 & 13/14)	\$555,314 (R)	CDFA
Federal Shell Egg Surveillance	\$7,667 (R)	CDFA

**Prior Board Actions:**

The Board has annually authorized the Agricultural Commissioner/Sealer to enter into contractual agreements with CDFA and CDPR for Agricultural and Weights & Measures (W&M) activities since September 14, 2010.

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

**Fiscal Summary - FY 13-14**

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

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

None. FY 13/14 monies are in budget and FY 14/15 will be budgeted (some contracts are multi-year).

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



County of Sonoma  
State of California

Date: June 4, 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 SONOMA COUNTY AGRICULTURAL COMMISSIONER/SEALER TO EXECUTE AGREEMENTS AND AMENDMENTS TO AGREEMENTS AWARDED IN FISCAL YEAR 13/14 AND CALENDAR YEARS 2013 AND 2014 WITH: THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA), CALIFORNIA DEPARTMENT OF PESTICIDE REGULATIONS (CDPR), AND DIVISION OF MEASUREMENT STANDARDS (DMS), FOR VARIOUS ONGOING AGRICULTURAL AND WEIGHTS & MEASURES PROGRAMS**

**Whereas**, Sonoma County maintains contracts with CDFA, CDPR, and DMS for various agriculture and weights and measures programs on behalf of the state and federal government, and

**Whereas**, it is in the best interest of Sonoma County agriculture and all citizens of the County to enter into these agreements, and

**Whereas**, State of California will reimburse the County for expenses incurred by the County under these agreements,

**Now, Therefore, Be It Resolved**, that the Sonoma County Agricultural Commissioner/Sealer or authorized representative be authorized to sign the following agreements and amendments to agreements awarded in fiscal year 13/14 and calendar years 2013 and 2014 with CDFA, CDPR, DMS, for various agricultural and weights and measures programs, excluding agreements for new programs.

Resolution #

Date:

Page 2

Program/Activity	Estimated Annual Revenue (R)/Expenditure (E)	Agency
W&M Petroleum Program	\$8,400 (R)	DMS
Egg Quality Control	\$11,340 (R)	CDFA
Sudden Oak Death	\$18,905 (R)	CDFA
Pest Detection	\$145,429 (R)	CDFA
Pest Detection – EGVM (Calendar Year 2013)	\$974,831 (R)	CDFA
Pest Detection – EGVM (Calendar Year 2014)	\$825,000 (R)	CDFA
Pest Exclusion – EGVM (Calendar Year 2013)	\$198,230 (R)	CDFA
Pest Exclusion – EGVM (Calendar Year 2014)	\$100,000 (R)	CDFA
Nursery Inspection	\$2,500 (R)	CDFA
Ag Statistics	\$1,600 (R)	CDFA
Pesticide Use Reporting	\$19,737 (R)	CDPR
Organic Registration & Spot Inspection	\$27840 (R)	CDFA
Pest Exclusion - LBAM	\$28,249 (R)	CDFA
High Risk Pest Exclusion	\$16,769 (R)	CDFA
Pierce's Disease Control – GWSS (12/13 & 13/14)	\$555,314 (R)	CDFA
Federal Shell Egg Surveillance	\$7,667 (R)	CDFA

**Be It Further Resolved**, the foregoing authorization shall not apply to new agreements.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** No Vote Required

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

**Staff Name and Phone Number:**

Ann Hargreaves (707) 565-8302

**Supervisorial District(s):**

District 5

**Title:** Contract Compliance Audit and Financial Statement Compilation-Sea Ranch

### **Recommended Actions:**

Review and acceptance of the Contract Compliance Audit and Financial Statement Compilation for the fiscal year ended June 30, 2012, and 2011.

### **Executive Summary:**

The Sonoma County Permit and Resource Management Department (PRMD) oversees the agreement with the Sea Ranch Association (TSRA) for the operation, maintenance, and administration of the on-site wastewater disposal monitoring program. The purpose of the activities required to be performed by PRMD and TSRA under the agreement is to reduce the overall risk of ground water contamination in the area.

Payments under the agreement for 2011-12 and 2010-11 were \$266,337, and \$272,106 respectively.

Based on a risk assessment performed by the ACTTC, PRMD requested that the scope of the audit be expanded to more thoroughly review activities covered under the agreement. We noted that:

- PRMD has not reviewed the agreement executed on July 13, 1989, to ensure that all changes in laws and other operating environment factors since then are properly reflected in the terms and conditions.
- PRMD has not performed the oversight activities required by the agreement.
- TSRA's records adequately support the charges under the contract.
- PRMD has not reviewed the insurance coverage provided by TSRA for adequacy and compliance with the terms of the contract.

The department expeditiously developed corrective action, an implementation plan and identified a funding source. Responses to our findings can be found on "The Sea Ranch Association Operational Agreement Program" attached to this document as 'ATTACHMENT A'. The ACTTC agrees that the actions identified in the response sufficiently address our findings.

<b>Prior Board Actions:</b>			
The Board reviewed and approved the agreed-upon procedures report for the period ending June 30, 2010 on June 07, 2011.			
<b>Strategic Plan Alignment</b>		Goal 2: Economic and Environmental Stewardship	
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
None.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
ATTACHMENT A-The Sea Ranch Association Operational Agreement Program			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Sea Ranch Audit Report for FYE 2012 and 2011			



ATTACHMENT A-1

**COUNTY OF SONOMA**  
**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

---

April 29, 2013

## The Sea Ranch Association Operational Agreement Program

The following is a listing of activities PRMD will conduct each year to ensure that the Sea Ranch Association is meeting the goals and objectives of the Operating Agreement for the Sea Ranch On-Site Wastewater Disposal Zone.

- I. Conduct Annual Review of the Sea Ranch Association's activities under the Operating Agreement:
  - a. PRMD will review the facilities, equipment, and personnel needed by TSRA to perform their duties;
  - b. PRMD will review TSRA's permit processing procedures for operating permits and repair permits;
  - c. PRMD will review TSRA's records retention procedures and policies;
  - d. PRMD will review TSRA's performance inspection program and enforcement procedures;
  - e. PRMD will review TSRA's master plan for neighborhood leachfield systems and will review any proposed systems;
  - f. PRMD will document the results of this annual review in writing.
  
- II. Review of the Sea Ranch Association Annual and Monthly Monitoring Reports
  - a. PRMD will review each annual and monthly monitoring report within 30 days upon submittal to PRMD;
  - b. PRMD will prepare a written response or provide comments to TSRA, as needed;
  - c. PRMD will document the report review in writing.
  
- III. Review of the Sea Ranch Association Annual Operating Budget and Insurance
  - a. PRMD will review each annual budget within 30 days upon submittal to PRMD;
  - b. PRMD will prepare a response or provide comments to the Sea Ranch Association, as needed;
  - c. PRMD will review TSRA's comprehensive general liability and worker's compensation insurance policy annually;
  - d. PRMD will document the budget review in writing.
  
- IV. Communication with the Sea Ranch Association.
  - a. PRMD will coordinate dates with TSRA for the annual review and inspections;
  - b. PRMD will distribute all written documentation to TSRA within 30 days of final drafts of the respective documents.

V. Funding

- a. Expenses for the above tasks will be reimbursed to PRMD from TSRA via journal entries throughout each fiscal year as expenses are incurred.

Sincerely,



Pete Parkinson  
PRMD Director

PP/nl



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Auditor-Controller-Treasurer-Tax Collector/Clerk-Recorder-Assessor/County Administrator

**Staff Name and Phone Number:**

Jonathan Kadlec\_X6124

**Supervisory District(s):**

Countywide

**Title:** Agreement for Professional Services with Megabyte Systems, Inc. for continued property tax system support.

### Recommended Actions:

1. Authorize the Chair to execute an agreement in an amount not to exceed \$352,576 to maintain and support the property tax software system and an Addendum in an amount not to exceed \$10,000 to maintain and support the Clerk of the Board/Assessment Appeals module for the 2013-14 fiscal year with the option to renew the contract and addendum for an additional year.
2. Authorize the Auditor-Controller-Treasurer-Tax Collector, the Clerk-Recorder-Assessor and the County Administrator to amend the agreement or addendum for minor changes or additions that do not significantly change the scope of services in a form to be approved by County Counsel in an amount not to exceed \$25,000 during the term of the agreement.

### Executive Summary:

The County of Sonoma has been contracting with Megabyte Systems since 1991 for the Megabyte Property Tax System. The Assessor and the Auditor-Controller-Treasurer-Tax Collector (ACTTC) use this system for property tax valuation, collection and allocation. The ACTTC in conjunction with the Clerk-Recorder-Assessor (CRA) have transferred the responsibility of facilitating the contract maintenance from the Information Systems Department (ISD). ISD will continue to provide the basic baseline support on infrastructure and projects.

Scope of Work - The Agreement provides for continuing support and maintenance of the current Property Tax System and web services. Vendor support includes help desk support, diagnosis and resolution of application problems, application software corrections and implementation of new State mandated changes, SQL Server Database Support and Web Access Modules for Assessor and Tax Collector records.

The Addendum to the Agreement provides the infrastructure, support and maintenance to the Clerk of

the Board/Assessment Appeals Module in managing the Assessment Appeals process. System features include data validation against the Assessor's property tax system; robust search, tracking and reporting functions; scheduling and recording hearing results; and also includes cost-saving features that eliminate duplication of data entry efforts.

Over the past 20 years the county has spent approximately \$6.4 million dollars for the purchase, maintenance and upgrades of the Megabyte Property Tax System. We feel the return on this investment exceeds our total expense. There is no other commercially available, fully integrated functioning property tax system in California. Consequently if the county were to discontinue using this system, a replacement would have to be developed in-house or obtain a lift & fit system from another county at significant expense.

This Agreement is for services from July 1, 2013 to June 30, 2014. The maintenance and support cost for the Agreement for FY 13-14 is \$29,381.31 per month for an annual amount not to exceed \$352,576. This amount is an increase of 1.70% over FY 12-13. The cost of these services will impact FY 13-14. The maintenance and support cost for the Addendum in FY 13-14 is \$10,000 and will be shared evenly between the Clerk of the Board and the Clerk-Recorder-Assessor.

Extra or changed work - The Board is also being requested to authorize the ACTTC, CRA or CAO Department Head to approve minor changes or additions to the scope of services that do not cumulatively exceed a total additional cost of \$25,000 during the term of this Agreement through June 30, 2014 or any extensions thereof. This contingent funding will be utilized if necessary to secure mid-year required system improvements to insure ongoing compliance with California Revenue & Taxation and State Government Codes.

**Prior Board Actions:**

6/21/11 – Contract for fiscal year 2011-12 approved. 6/26/12 – Contract for fiscal year 2012-13 approved.

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

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 362,576	County General Fund	\$ 362,576
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 362,576</b>	<b>Total Sources</b>	<b>\$ 362,576</b>

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

--

**Staffing Impacts**

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

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

--

**Attachments:**

1. Professional Services Agreement
2. Addendum to the Agreement for Professional Services

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

Four (4) execution copies of the Professional Services Agreement  
Three (3) execution copies of the Addendum to the Agreement for Professional Services

**Standard Professional Services Agreement (“PSA”)**  
**Revision E – January 2011**

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July 1, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Megabyte Systems, Inc., a California Corporation(hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor and County entered into an Agreement for Property Tax System Maintenance Services on July 1, 2007, under which Contractor was engaged to maintain the installed property tax system for County; and

WHEREAS, Contractor and County wish to enter into a new agreement with regard to such services; and

WHEREAS, Contractor represents it is duly qualified and experienced in property tax system and web services maintenance and support, creation and installation of software upgrades, and custom programming services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to continue to employ the services of Contractor for said property tax system and web services maintenance and support and for said creation and installation of software upgrades, and custom programming.

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

A G R E E M E N T

I. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit "A," 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.



**1.1.1 Maintenance and Support Services.** Contractor shall provide all programming efforts required to support the maintenance of the County Property Tax System and web services including maintenance, support and database administration support services of the system and applications outlined in Exhibit A and Exhibit B, attached hereto and by this reference made a part hereof.

County will provide, at its own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

Contractor shall provide technical and operational support for services as described above, weekdays from 7:00 am to 6:00 pm. Pacific Time, and for extended times during peak workloads. Contractor shall provide timely maintenance support services according to the following escalation procedures:

“Level 1 Application Problem” means a critical application subsystem is inoperable; the County must have immediate assistance; this is a critical and highest priority problem. Megabyte shall return users of the failed application to an operational status within six (6) hours of the initial call for service.

“Level 2 System Problem” means a subsystem is not functioning correctly or its usage is restricted; however the application is operable. The Level 2 System Problem must be resolved as soon as possible; this is a critical but lesser priority problem than a Level 1 Application Problem. Contractor shall commence diagnostic/problem resolution within twenty-four (24) hours of notification. If a Level 2 System Problem remains unresolved for more than three (3) calendar days, it shall be automatically escalated to a Level 1 Application Problem status.

“Level 3 System Problem” means there is a non-serious problem that does not have a material impact on the system; or the County needs assistance in solving an in-house problem that has a minor effect on the operation of the MPTS2000+ or MPTS2010+ version of the application. Megabyte will schedule resolution as soon as possible; this is a non-critical and lower priority problem. Should a Level 3 System Problem remain unresolved for more than fourteen (14) calendar days, it shall be automatically escalated to a Level 2 System Problem status.

Corrections for reported problems or defects due to County’s unauthorized changes to the application or client environment or to portions of the program affected by County-provided software will be responsibility of the County.

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

**1.3 Performance Standard.** Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

**1.4 Assigned Personnel.**

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

**2. Payment**

**2.1 Maintenance and Support Services Payment.** For the period July 1, 2013 to June 30, 2014, for all services and incidental costs required hereunder, Contractor shall be paid no more than \$29,381.31 per month, for a total not to exceed \$352,576.00. Exhibit B includes 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.

Contractor shall submit its bills no earlier than one month in advance 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 the tasks to be performed and amount charged.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2013 to June 30, 2014 unless terminated earlier in accordance with the provisions of Article 4 below. At the option of the County this agreement may be renewed for one additional year (fiscal year 2014-15) at a rate based on the current monthly rate of \$29,381.31 plus the Pacific Cities and U.S. Average Consumer Price Index for the month ending December 2013, not to exceed a 5% increase.

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 30 days written notice to Contractor.

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

4.3 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to the last monthly payments due described in Article 2 above, except if County or Contractor terminates on a day other than the last day of the month, in which case Contractor shall receive payment for the fractional month in which services are performed which shall be prorated on the basis of a 31-day month. In the event County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.4 Upon Termination. Upon Termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS2000+/MPTS2010+ software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, whom shall retain complete rights to market such product, and no such rights shall pass to County. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.

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 ACTTC/ CRA Department Heads, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to defend, indemnify, save and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever

accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as follows:

6.1 Workers' Compensation Insurance. Full Workmen's Compensation and Employer's Liability Insurance covering all employees of Contractor, as required by law, in the State of California.

6.2 Comprehensive Public Liability Insurance. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence (claim made).

6.3 Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage) on owned, hired, leased and non owned vehicles used in conjunction with Contractor's business of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence (claim made).

6.4 Documentation. Simultaneous with the execution of this Agreement, proof of the aforementioned insurance naming The County of Sonoma, its officers and employees as additional insureds shall be furnished by the Contractor to the County (Auditor-Controller-Treasurer-Tax Collector Department) by certificates of insurance and of properly executed endorsements. Such certificates shall specify that County must be given written notice 30 days prior to the cancellation or modification of any such insurance.

6.5 Policy Obligations. The insurance specified above shall be in a form and placed with an insurance company or companies satisfactory to county, and shall be kept in force and effect until completion to the satisfaction and acceptance by County of all work to be performed by the Contractor under this Agreement.

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

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike,

lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

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

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

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

agrees to furnish County with proof of payment of taxes on these earnings. County is responsible for any sale taxes that may be deemed applicable by the State of California now or in the future.

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

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.6 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.

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

9.8 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.

9.9 Ownership And Disclosure Of Work Product. Upon termination of this Agreement for any reasons title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS2000+ or MPTS2010+ software, shall remain with Contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.

9.10 Confidentiality. Confidential information is defined as all information disclosed to Contractor which relates to the County's past, present, and future activities, as well as

activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such confidential information.

9.11 Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this Agreement, and must also be permitted to modify the code for its own use consistent with this Agreement. Contractor shall provide County with a copy of the escrow certificate documenting that Contractor has placed the source code for the licensed software into a software escrow account. Said software escrow account shall name the County of Sonoma as an escrow certificate holder.

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

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

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

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

TO: COUNTY:

County of Sonoma  
ACTTC  
Attn: Joanne Tunzi  
585 Fiscal Dr., Ste. 100

Santa Rosa, CA 95403

TO: CONTRACTOR:

Megabyte Systems, Inc  
2630 Sunset Blvd., Ste. 100  
Rocklin, CA 95677

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

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

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

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

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



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

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

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

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

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

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

MEGABYTE SYSTEMS, INC

By: *Sharon A. Zachte*

Name: SHARON A. ZACHTE

Title: PRESIDENT

Date: 5.2.13

COUNTY: COUNTY OF SONOMA

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

By: *[Signature]*  
Department Head - ACTTC

Date: 5/7/2013

By: *William F. Roussell*  
Department Head - CRA

Date: 5/1/13

APPROVED AS TO FORM FOR  
COUNTY:

By: *[Signature]*  
County Counsel

Date: 4/30/13

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

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board of  
Supervisors

*[Handwritten mark]*

## EXHIBIT A

### SCOPE OF SERVICE

#### MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for the Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Contractor personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Contractor.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
  - Web training classes
  - Training materials will be posted on the Contractor website
  - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
  - Contractor will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
  - Contractor will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
  - Backup: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Contractor if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
  - Assistance with balancing property and tax assessment programs.
  - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Contractor actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.
- Several significant enhancements will be made to the system at no additional charge as follows:
  - Workflow for Assessor.
  - Appraisal Suite for Assessor.
  - Direct sale enrollment for certain property transfers.
  - Trees & vines data capture and assessment.
  - Cashiering for Tax Collector with upgrade to Heartland
  - Document Imaging for Auditor / Tax Collector (already completed and installed)

County will provide, at it's own expense, access to Contractor via Contractor network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

### **SQL server database support services**

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Contractor upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Contractor will install it and do any necessary property system upgrades). Contractor determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Contractor, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Contractor.
- Install MPTS service packs when notified to do so by Contractor.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

### **Online Business Property Filing Maintenance/Support**

Host application that allows taxpayers to e-file Statement 571-L and an accompanying Supplemental Schedule for reporting acquisitions and deletions.

#### **Features**

- 571-L reflects previous year costs & net change
- View/print completed forms
- Draft copy printing available
- Selection of tax payers for e-filing notification
- Generation of passwords for security (random)
- Ability to re-select & re-assign passwords
- Letters for selected tax payers
- Audit reports
- Automated upload of previous years detail

- Automated download of 'certified' statements
- Import/merge with personal property system for review/working the statement without keying
- Transfers into 'current' set of pp data
- Images /pdf of the filed statements w/access via pp

## **MPTS Web Modules**

### Public Web.

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry-Current Assessment Roll information only.
- Tax Collector-Current Tax Roll information only.
- Cosmetic Customizations only, i.e. color schemes, County logos, etc.
- This version does not have any security features. Name only appears, not address.
- Tax Collector – Prior Year (previous year only) Tax Bills Online (separate charge).
- Tax Collector – Web Bill Print (separate charge).
- Posting of Annual Assessment Notices

### Agency Web.

- Assessor historical search capabilities (dependent on the amount of online history stored by the County).
- Tax Collector historical search capabilities (dependent on the amount of online history stored by the County).
- Customization of displayed data.
- This version is similar to the "counter" public inquiry screens that are currently being used "in house"

EXHIBIT B

FY-2013/2014 MPTS Monthly Maintenance Rates

---

**Sonoma County:**

The following monthly support cost for services in Exhibit A rates are effective from July 1, 2013 thru June 30, 2014. These rates reflect an increase of 1.7%, in accordance with the Pacific Cities and U.S. City Average Consumer Price Index, for month ending December 2012.

FY-2013/2014 Rates	
MPTS Property Tax System Maintenance	\$27,632.93 per month

Online Business Property Filing Maintenance/Support	\$233.99 per month
---	--------------------

Public Web – Assessor / Tax Collector Modules	\$ 407.62 per month
Agency Web – Assessor / Tax Collector Modules	\$1019.05 per month
Tax Collector – Prior Year (previous year only) Taxbill Online	\$ 21.93 per month
Tax Collector - Web Bill Print	\$ 65.79 per month

**MEGABYTE SYSTEMS, INC**  
**Clerk of the Board/Assessment Appeals**

---

This Clerk of the Board/Assessment Appeals Licensing Agreement is by and between the County of Sonoma hereinafter referred to as the “County” and Megabyte Systems, Inc hereinafter referred to as “Contractor”.

This Agreement is considered to be an addendum to the existing Standard Professional Services Agreement (“PSA”) Revision E – January 2011 (Updated July 1, 2012 and July 1, 2013), between the County of Sonoma and Megabyte Systems, Inc.

**Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the MPTS Clerk of the Board/Assessment Appeals module.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the “Source Code”), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the “Source Materials”), remain the exclusive property of Contractor.

Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Clerk of the Board/Assessment Appeals module, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.

**Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual licensing fee is paid to Contractor by County.

**System Features.** The following features will be available with the Clerk of the Board/Assessment Appeals Module.

- Status tracking throughout Appeal lifecycle.
  - Incomplete – appeal received but not yet ready for scheduling
  - Filed – all information available
  - Scheduled – assigned to a hearing
  - Final – board has finalized a decision on the appeal
  - Withdrawn – appeal has been withdrawn
  - Postponed – appeal was scheduled, and has been postponed to another hearing
  - To be Rescheduled – appeal needs to be scheduled for a second or subsequent hearings.
- Ability to create custom results.
- COB can provide suggested actions to the Board.
- Maintenance of Appeals – for example:
  - Re-instating a withdrawn Appeal
  - Reconsidering a finalized Appeal (possibly due to No Show)
  - Postponing an Appeal
  - Setting a waiver
  - Stipulating an Appeal
- Accurate history of all actions on an Appeal, viewable through an Inquiry screen or printed.

- Entry screen that matches paper form for ease of input.
- Standard notes for communication between COBs and/or Assessors on an Application basis
- Access to Megabyte ImageViewer (Document Viewer) to view items such as:
  - Application form
  - Notices
- Generic Find plus grid filtering where applicable

### **Hearing Processing**

- Appeals Board Definition
- Appeal Hearing Date creation
- Hearing Scheduling and Confirmation requests – available to both COB and Assessors.
- Entering Hearing Results
- Creates Appeals Board Agenda
- Creates Appeals Board Minutes
- Generates Auditor Report for roll changes
- Maintenance of Communication Status

### **Reporting**

- Flexible reporting based on the generation of Excel files
  - Reports formats and selection criteria can be saved and re-used
- Report selection criteria (partial list):
  - Assessment Range
  - Roll year
  - Application Status
  - Filing Date
  - Agent or Applicant
  - Appeal Document Number
  - Appeal Cross Reference Number
  - Hearing Date
  - Communication Status
- Report information (partial list)
  - Application Detail
  - Application Summary
  - Appeal Values
  - Mailing information for Applicant or Agent
  - Agent Information
  - Applicant Information
  - Board Results
  - Communication Status
- SBOE Annual Statistical Reports

**Price.** The annual cost for Clerk of Board/Assessment Appeals Licensing and Support for Fiscal year 2013/2014 will be \$10,000. Price may change on an annual basis effective 7/1 of any given year. County will be notified 60 days in advance of any price increases.

**Termination.** This agreement may be terminated by County or Contractor with 60 days written notice. This agreement may be terminated without affecting the MPTS Property Tax System



Maintenance agreement. If the right of termination is exercised, the annual charge shall be prorated and any unused portion returned to the County.

**Data Conversion.** Data Conversion is not covered under this agreement, this service is available upon request at Contractors current time and materials rate.

All other terms and conditions set forth in the Standard Professional Services Agreement (“PSA”) Revision E – January 2011 (Updated July 1, 2012 and July 1, 2013), between the County of Sonoma and Megabyte Systems, Inc., shall be effective.

County of Sonoma.

Megabyte Systems, Inc.

\_\_\_\_\_

\_\_\_\_\_

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

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



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrators Office

**Staff Name and Phone Number:**

Chris Thomas (707) 565-2431

**Supervisorial District(s):**

County-wide

**Title:** Human Resources Management System Financing Term Renewal

### **Recommended Actions:**

Approve resolution authorizing a 1-year renewal of an existing Treasurer note in the principal amount of \$1,925,000 issued to finance the completion of the Human Resources Management System (HRMS).

### **Executive Summary:**

Staff is recommending term renewal of the note used to complete the financing for the Human Resources Management System Project (HRMS).

The HRMS project was approved to address the inconsistencies of human resources related systems across the various departments, developed in the absence of a comprehensive centralized system, and to replace the existing G.E.A.C. payroll system, a mainframe computer application developed in 1975.

After financing options were reviewed by staff, on October 12, 2010 the Board approved total borrowing of \$3.6 million through the a County note issued to the County Treasury pool at a rate of 50 basis points above the interest rate earned by the County Treasurer in his "pooled investment account". The most recent published rate was 0.828% for the quarter ending March 31, 2013. The rate is updated quarterly. The 50 basis point premium provides the Treasury pool with a return consistent with that of other recent County notes such as for Airport properties.

The original note expired in June 2011. Today's request is to exercise the third of four renewal options in the amount of \$1,925,000, in accordance with the financing plan adopted in 2010.

Each county program contributes towards system maintenance cost including the annual principal and interest payment through budgeted HRMS rates.

<b>Prior Board Actions:</b>			
6-19-12 and 7-12-11: Resolution approving the 1-year renewals of existing HRMS note. 10-12-10: Resolution authorizing the issuance and sale of a \$3.6 million note to finance the HRMS.			
<b>Strategic Plan Alignment</b>		Goal 3: Invest in the Future	
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 880,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 880,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 880,000</b>	<b>Total Sources</b>	<b>\$ 880,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The FY 13-14 principal payment is \$850,000. Interest on the note calculates quarterly and is estimated not to exceed \$30,000 in FY 13-14, due to the variable rate feature of the note. The total FY 13-14 programmed principal and interest payment of \$880,000 will be recovered through the HRMS rates charged to departments and agencies using the system.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution and 1-year note expiring on June 30, 2014.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None.			



County of Sonoma  
State of California

---

Date: June 4, 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 Issuance And Sale Of A Note In The Principal Amount Of \$1,925,000 To  
Finance The Completion Of The Human Resources Management System Project.**

**Whereas,** The County of Sonoma (County) is in need of a cash advance to finance the completion of the Human Resources Management System Project; and

**Whereas,** the County is authorized pursuant to Government Code Section 53850 and following to borrow money on a temporary basis, provided such borrowed amount does not exceed eighty-five percent (85%) of the estimated amount of anticipated revenues that will be used to pay back the loan; and

**Whereas,** the Treasurer for the County of Sonoma is authorized pursuant to Government Code Section 53601(d) to invest in a note and desires to loan such funds to the County.

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

1. The Note. The \$1,925,000 Note authorized by this Resolution shall be designated "Sonoma County Human Resources Management System Series 2013-1 Note" (hereinafter "the Note") and is being issued pursuant to the provisions of Government Code Section 53850 et seq. The amount of the Note is less than eighty-five percent (85%) of the estimated revenue the County of Sonoma ("County") anticipates receiving in this fiscal year from certain revenues that will be used to pay back the Note.

2. Security. The account receivable constituting the security on which the Note is being issued is the revenues from charges to user departments and agencies through the County's annual cost plan. In addition, the County pledges to pay the Note from any and all revenue lawfully available to the County for repayment.

Resolution #

Date:

Page 2

3. The Project. The Project consists generally of purchasing and installing a new software system for human resources and payroll functions, configuring the software to County business requirements, and training personnel in its use. The remaining cost to complete the project is \$1,925,000.

4. Authorization to Borrow and Issue Note. Pursuant to the provisions of Section 53850 and following of the Government Code, the County shall borrow the principal sum of \$1,925,000 and shall issue a single \$1,925,000 principal amount Note to evidence said indebtedness, which Note is hereby authorized to be issued for the purpose hereinabove set forth. The Board delegates to the County Administrator the authority to sell and deliver the Note to the County Treasurer in exchange for the principal sum of \$1,925,000. The Note shall be issued in registered form, shall be dated July 1, 2013 and shall mature on June 30, 2014. The Note shall bear interest at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated quarterly, plus .5 of 1 percent. Payment shall be due at the time of maturity of the Note. The interest on and principal of the Note shall be payable in lawful money of the United States of America at the Office of the County Treasurer of Sonoma County, California.

5. Note to be Callable and Redeemable. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note thirty (30) days' prior written notice. The price of redemption shall be the prorated unpaid balance of principal and accrued interest at the date of redemption without penalty or premium.

6. Form of Note. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
HUMAN RESOURCES MANAGEMENT SYSTEM  
SERIES 2013-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
NOTE

No. \_\_\_\_\_

\$1,925,000

Resolution #

Date:

Page 3

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum of \$1,925,000 on June 30, 2014, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated quarterly, plus .5 of 1 percent. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount of \$1,925,000, represents the entire Note issue of the Series 2013-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

IN WITNESS WHEREOF, the County of Sonoma has caused this Note to be signed in its name by the Chairman of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated \_\_\_\_\_, 2013.

---

Chair, Board of Supervisors

**ATTEST:**

---

Veronica Ferguson, Clerk of the Board

7. Authority to Execute Note. The Chair of the Board of Supervisors who may be in office at the date of the Note or at any time thereafter prior to the delivery of the Note to the purchasers thereof is hereby authorized and directed as such officer to sign by his manual signature the Note and the Clerk of the Board who may be in office at the date of the Note or any time thereafter prior to such delivery of the Note is hereby authorized and directed as such officer to countersign by use of her manual signature the Note. If any officer whose signature or countersignature appears upon the Note ceases to be an officer of the Board before the delivery of the Note to the purchasers, his or her signature or countersignature shall nevertheless be valid and of the same force and effect as if he or she had remained such officer. The Auditor-Controller Treasurer-Tax Collector is authorized to make any and all budget or accounting adjustments necessary to implement to issuance and repayment of this Note.

8. Proceeds of Sale of the Note Dedicated to the Project. The purchase price of the Note (except for the accrued interest received thereon) shall be deposited forthwith upon receipt in a special fund designated to be "Human Resources Management System" which fund has been established and is being administered by the County Auditor. All monies in said fund shall be applied to the payment of costs and expenses of the construction of the Project described in the recital paragraphs of this Resolution, including costs of issuance of the Note.

**Supervisors:**

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

Resolution #

Date:

Page 5

**So Ordered.**



**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
HUMAN RESOURCES MANAGEMENT SYSTEM  
SERIES 2013-1 SONOMA COUNTY  
(SUBJECT TO CALL AND REDEMPTION)  
NOTE**

No. \_\_\_\_\_

\$1,925,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum of \$1,925,000 on June 30, 2014, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated quarterly, plus .5 of 1 percent. The principal of this Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount of \$1,925,000, represents the entire Note issue of the Series 2013-1 Note issue, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53850 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Note hereby consents and agrees, and each subsequent registered owner of this Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form

and manner as required by law, and that the amount of this Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

**IN WITNESS WHEREOF**, the County of Sonoma has caused this Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated July 1, 2013.

\_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

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

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Ben Stone, 565-7170  
Jim Leddy, 565-2190

**Supervisorial District(s):**

All

**Title:** 2013 Sonoma County Community and Business Survey Contract Award

### **Recommended Actions:**

Authorize the County Administrator to enter into to a contract for services with Fairbanks, Maslin, Maullin, Metz & Associates (FM3) to conduct the 2013 Sonoma County Community and Business Survey not to exceed \$100,000 and to be completed by July 1, 2014.

### **Executive Summary:**

The Board of Supervisors as part of the County's ongoing Strategic Planning efforts made informed community engagement a top priority. This direction is reflected in the 2007 County Strategic Plan; the 2010 updated Plan as well as the Board's 2013 Board Goals. Community engagement is considered a foundational element of how the County conducts the public's business and the Board and County departments have sought means to constantly improve engagement efforts.

Although all departments and the Board do engage the public in information sharing, dialogue and soliciting feedback, it is important to ensure that Board has the critical data needed to guide strategic goals and enhance the focus on the most crucial community issues.

In the fall of 2012, the CAO and Department of Health Services presented the Board a review of best practices to enhance engagement. This report was accepted and will support building internal engagement capacity at the department level. The 2013 Community and Business Survey is being launched to augment the external understanding by the County and provide a broader and more informed context for engagement efforts. The survey has several elements which will deliver scientifically valid data from the public and the business community.

The survey will allow the County to establish key measurement and goals for improving services that strengthen Sonoma County's residents' quality of life. This process has been utilized by cities and

counties across California and the country. The information gathered has allowed these agencies to continue to improve services and improve methods of communicating with the public.

Although, county departments have in the past performed surveys, they have been limited on specific topics. This effort is to measure the entire span of community issues and delve deeper into building understanding as well as using that understanding to strengthen services.

A request for Proposal was launched on April 8<sup>th</sup>, 2013. Six firms responded. A review team consisting of staff from the Economic Development Board, the Department of Health services, the Sonoma County Water Agency and the County Administrator's office reviewed the proposals and narrowed the finalists to three. These three firms were interviewed on May 10<sup>th</sup>. Although all three firms had varying strengths, the Review Team's recommendation is Fairbanks, Maslin, Maullin & Associates (FM3) based their proven ability to most effectively deliver all aspects of the scope of work. This firm has provided similar services to an extensive list of public and private entities and locally has worked with the Sonoma County Open Space District, the Sonoma County Water Agency, and the cities of Healdsburg, Cotati, Rohnert Park, Santa Rosa and Petaluma.

The project is at the center of Goal 4: Civic Services and Community Engagement of the County Strategic Plan as well as a top Board priority as identified in the 2013 Annual Board Goals. This project reflects a best practice utilized by organizations of all size and will provide crucial data for the County in moving forward on all other Strategic Plan driven efforts.

Funding for this effort was provided by the Board through the use of non-general fund sources (Transient Occupancy Taxes) and the entire project should be completed by July 1<sup>st</sup> of 2014. It is further recommended that the County Administrator's Office and Economic Development Board appoint a lead staff who will assemble a multi-departmental team to work with the chosen consultant to deliver the projects results.

The Scope of work is attached and a full copy of the Request for Proposal is on file with the Clerk of the Board.

**Prior Board Actions:**

In 2007, The Board endorsed enhanced community engagement as part of County Strategic Plan. In November 2010, the Board updated the County Strategic Plan and it was adopted by the Board of Supervisors with Goal 4 – Civic Services and Community Engagement identified as one of four core focus areas. In March 2013, the Board adopted Annual Board Goals and Community Engagement was identified as countywide priority.

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

The project is at the center of Goal 4: Civic Services and Community Engagement. This survey reflects a best practice utilized by organizations of all size and will provide crucial data for the County in moving forward on all other Strategic Plan driven efforts.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 100,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	TOT	\$ 100,000
<b>Total Expenditure</b>	<b>\$ 100,000</b>	<b>Total Sources</b>	<b>\$ 100,000</b>

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

--

**Staffing Impacts**

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

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

--

**Attachments:**

- (A) Copy of the Request for Proposal
- (B) Highlighted Scope of work and updated timeline for completion

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

--



**SONOMA COUNTY**  
**2013 COMMUNITY AND BUSINESS SURVEY**  
**Request for Proposals (RFP)**

The County of Sonoma is pleased to invite you to respond to a Request for Proposal for the Sonoma County 2013 Community and Business Survey

**Proposals must be received no later than 2:00 p.m. on April 29<sup>th</sup>, 2013**

**A. *Introduction/Purpose***

**Project Background and Description** The Board of Supervisors in the 2007 County Strategic Plan and the 2010 Updated Strategic Plan made improved community engagement a priority. As part of the 2013 Board Goals, enhancing community engagement is considered a foundational element of how the County should conduct the public's business. It is important to ensure the Board has the critical data needed to guide strategic goals while focusing on the most crucial community issues.

This project will contract with a professional research consultant that can design a scientifically valid survey and perform the two community wide surveys, effectively host five follow up focus groups, develop and administer a valid employee survey instrument and provide focused data gathering and present results to the Board of Supervisors. The information will be used to inform the Board and County departments on community perceptions of and support for county services. This project will begin in the spring of 2013 and will provide feedback information on quality of a wide range of county services and the business climate.

It is intended that this information will be the basis for establishing long term measurable benchmarks on county services and programs and provide a more effective county communications effort with the public. In addition, the successful proposer will work with appropriate county staff at enhancing county communication utilizing the data.

The Project has several Parts (see Scope of work) with varying deadlines.

**Desired Goals/Objectives/Outcomes**

- 1. The project should yield two (2) scientifically valid surveys of community opinion about a range of issues, hold five (5) Supervisorial District level focus groups; Develop an effective employee survey tool, and strengthen county communications with the public.**

2. **Project must produce an enhanced, data driven and scientifically valid understanding of public perceptions of crucial county issues and services**
3. **Project should produce detailed understanding of business community concerns regarding short and long term economic development issues.**

***B. Statement of Requirements - Services Required of Successful Proposer***

- Demonstrated experience developing and conducting community surveys by the key personnel assigned to the project;
- Demonstrated survey research experience preferably (but not required) with county governments;
- Ability to analyze and present survey responses in a succinct, yet comprehensive, written report as well as orally before the Board of Supervisors;
- Demonstrated ability to complete project on established deadlines;
- Demonstrated ability to perform work within established budget.

**Proposed Scope of Work with five (5) deliverables:**

- A. Develop (with county staff) and administer a countywide scientifically valid survey instrument for measurement of opinion of Sonoma County residents and businesses on county goals, issues and major policy areas for analysis (May 24<sup>th</sup> deadline).**

**Survey should:**

1. Provide community feedback on the importance of countywide goals, major policy areas, and program services, as well as residents' satisfaction with County services;
2. Measure public perception and understanding of how the County delivers programs and services;
3. Obtain data about general perceptions such as quality of life issues and problems facing the county;
4. Identify community perceptions on the County's spending priorities and long term strategic goals efforts;
5. Help shape communication strategies to best provide information to the public about ongoing county efforts to all aspects of community;
6. Ensure representative sample of survey to demonstrate validity;
7. Obtain responses from the number of residents that will ensure a maximum of 5% margin of error or 95 % confidence interval for data.

- B. Host five post-survey Focus Groups (one in each supervisorial district) to refine understand of resident perceptions (August 1<sup>st</sup>)**

1. Using data from survey, refine understanding of community perceptions on top survey identified issues;
2. Develop stronger communication strategies to ensure most effective education and information sharing techniques in practice (messaging);

**C. Establish and launch scientifically valid survey of County employees (August 1<sup>st</sup>)**

1. Measure employee perceptions on major county initiatives, goals and services;
2. Create avenues for meaningful employee feedback on system and services improvement;
3. Ensure broadest employee survey participation

**D. Analyze and present results to the Board (Part A by June 11<sup>th</sup>, 2013 – remainder as agreed to with County staff; Parts B and C by September 1<sup>st</sup>, 2013)**

1. Provide high level summary of data;
2. Review key measurement of resident satisfaction and establish measurable benchmarks for future surveys;
3. Identify any trends or relationship between dominant community perceptions

**E. Develop effective enhanced communications strategy based upon survey results (September 1<sup>st</sup> Deadline)**

1. Work with County staff and develop recommendation for enhancing county communication (i.e. Messaging);
2. Provide data to compare results over time through subsequent surveys' measurement and establish benchmarks of community opinion.

**C. *Local Preference***

It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Departments shall consider the locality of consultants or businesses and their sub-consultants along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, the County strongly encourages using local service providers. More information about the County's purchasing policies can be found on:

<http://www.sonoma-county.org/purchasing/selling.htm>



**D. Schedule** *The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.*

<b>Date</b>	<b><u>Event</u></b>
April 8, 2013	Release Request for Proposals
April 12, 2013 by 12:00pm	Deadline for Proposer's Questions
April 15, 2013 by 5:00pm	County's Responses to Questions Due
<b>April 29, 2013</b>	<b>Proposals Due by 2:00pm</b>
April 30, 2013	Proposals Evaluated by County
April 30 – May 1, 2013 (if granted to top proposers)	Phone Interviews Conducted (if warranted)
May 2, 2013	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
May 7, 2013	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>
May 8-13, 2013	Consultant prepares survey draft for staff review (Scope of work, Part A)
May 13-20, 2013	Consultant administers survey and tabulates results
May 24, 2013	Consultant reviews findings with key county staff
June 11, 2013	Consultant and county staff present results of survey to Board of Supervisors
August 1, 2013	Complete District based Focus groups (Part B of Scope of work)
August 1, 2013	Complete Part C of Scope of work
Mutually agreed to time frame as agreed with County staff during entire project	Complete Part D
September 1, 2013	Complete Part E of Scope of work

**E. Pre-Bid Conference - F. Questions**

Proposers will be required to submit any additional questions in writing before 12:00pm, **April 12, 2013** in order for staff to prepare responses to all consultants. Written answers will be shared with all potential

bidders. Questions are best received and most quickly responded to when sent via e-mail directly to [jim.leddy@sonoma-county.org](mailto:jim.leddy@sonoma-county.org). Questions will not be accepted by phone.

## **G. Corrections and Addenda**

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the county interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal (or deliver them to the **Jim Leddy, Community and Government Affairs Manager, County Administrator's Office**, if the proposer has previously submitted a proposal to the Department). Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

## **H. Proposal Submittal**

1. Form: Proposers must submit one (1) electronic copy, one (1) signed original, and four (4) copies of the signed proposal by **April 29<sup>th</sup>, 2013 at 2:00pm**. Proposals must be enclosed in a sealed envelope or package and clearly marked "**SONOMA COUNTY 2013 COMMUNITY AND BUSINESS SURVEY**". Proposals shall be submitted to:

Jim Leddy  
Community and Governmental Affairs Manager  
County Administrator's Office  
575 Administration Drive, Suite 104-A  
Santa Rosa, CA 95403  
Electronic Copy to: [Jim.Leddy@sonoma-county.org](mailto:Jim.Leddy@sonoma-county.org)

2. Due Date: Proposals must be received no later than 2:00 p.m. on April 29<sup>th</sup>, 2013. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.
3. General Instructions: To receive consideration, proposals shall be made in accordance with the following general instructions:
  - a) The completed proposal shall be without alterations or erasures.

- b) No oral or telephonic proposals will be considered.
  - c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.
4. Proposal Format and Contents: For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

a) **Section I - Organizational Information:**

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

**Key Personnel** - Identify the key personnel and their back-ups that will be assigned to the program.

b) **Section II - Qualifications and Experience:**

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

Debarment or Other Disqualification

Proposer must disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information

Firm Description - Provide a description of the firm, number of years in business, and its core competencies.

c) **Section III - Project Approach and Work Schedule:**

Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the Part A of the project before **June 11<sup>th</sup>, 2013**.

This schedule should contain specific milestones and dates of completion which will be used to set schedules.

Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

Include your response to the Statement of Requirements as referenced in Section B., beginning on page 1.

**d) Section IV - Cost of Service:**

The proposal shall clearly state ALL of the costs associated with all Parts of the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance.

The project costs must broken out and include all expenses that will be charged to the County, including but not limited hourly rates for labor, software costs, software maintenance costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

**e) Section V – Identification of subcontractors:**

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

**f) Section VI - Insurance:**

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Agreement. Securing this insurance is a condition of award for this contract.

**g) Section VII - Additional Information:**

Include any other information you believe to be pertinent but not required.

**h) Section VIII – Contract Terms:**

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

***I. Selection Process***

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. County employees will not participate in the selection process when those employees have a business relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
3. Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
  - a) Demonstrated ability to perform the services described;
  - b) Experience, qualifications and expertise;
  - c) Quality of work as verified by references;
  - d) Costs relative to the scope of services;
  - e) A demonstrated history of providing similar services to comparable entities;
  - f) Willingness to accept the County's contract terms; and
  - g) Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).
  - h) The locality of the Proposer;
4. The County Administrator in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.

6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.
7. The County reserves the right to select the proposal which in its sole judgment best meets the needs of the County. ***The lowest proposed cost is not the sole criterion for recommending contract award.***
8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

## **J. Finalist Interviews**

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## **K. General Information**

1. Rules and Regulations
  - a) The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
  - b) Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
  - c) The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right

to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.

- d) All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.
- e) Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
- f) The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
  - a. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

## 2. Nonliability of County

The County shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Form of Agreement

- a) No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
- b) A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
- d) Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.



6. Duration of Proposal; Cancellation of Awards; Time of the Essence

- a) All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
- b) Unless otherwise authorized by County, the selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

7. Withdrawal and Submission of Modified Proposal

- a) A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

**L. Protest Process**

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: <http://www.sonoma-county.org/purchasing/selling.htm>

**Attachments:**

Attachment A: Sample Agreement

Attachment B: Local Business Declaration for Services

Attachment C: Insurance Requirements

- A. Develop (with county staff) and administer a countywide scientifically valid survey instrument for measurement of opinion of Sonoma County residents and businesses on county goals, issues and major policy areas for analysis (June 30<sup>th</sup> deadline).**

**Survey should:**

1. Provide community feedback on the importance of countywide goals, major policy areas, and program services, as well as residents' satisfaction with County services;
2. Measure public perception and understanding of how the County delivers programs and services;
3. Obtain data about general perceptions such as quality of life issues and problems facing the county;
4. Identify community perceptions on the County's spending priorities and long term strategic goals efforts;
5. Help shape communication strategies to best provide information to the public about ongoing county efforts to all aspects of community;
6. Ensure representative sample of survey to demonstrate validity;
7. Obtain responses from the number of residents that will ensure a maximum of 5% margin of error or 95 % confidence interval for data.

- B. Host five post-survey Focus Groups (one in each supervisorial district) to refine understand of resident perceptions (August 1<sup>st</sup>)**

1. Using data from survey, refine understanding of community perceptions on top survey identified issues;
2. Develop stronger communication strategies to ensure most effective education and information sharing techniques in practice (messaging);

- C. Establish and launch scientifically valid survey of County employees (August 1<sup>st</sup>)**

1. Measure employee perceptions on major county initiatives, goals and services;
2. Create avenues for meaningful employee feedback on system and services improvement;
3. Ensure broadest employee survey participation

- D. Analyze and present results to the Board (Part A as agreed to with County staff; Parts B and C by September 1<sup>st</sup>, 2013)**

1. Provide high level summary of data;
2. Review key measurement of resident satisfaction and establish measurable benchmarks for future surveys;
3. Identify any trends or relationship between dominant community perceptions

- E. Develop effective enhanced communications strategy based upon survey results (September 1<sup>st</sup> Deadline)**

1. Work with County staff and develop recommendation for enhancing county communication (i.e. Messaging);
2. Provide data to compare results over time through subsequent surveys' measurement and establish benchmarks of community opinion.

2013 Sonoma County Community and Business Survey – Scope of work and timeline –  
Attachment B – June 4, 2013

<b>Date</b>	<b><u>Event</u></b>
April 8, 2013	Release Request for Proposals
April 12, 2013 by 12:00pm	Deadline for Proposer's Questions
April 15, 2013 by 5:00pm	County's Responses to Questions Due
<b>April 29, 2013</b>	<b>Proposals Due by 2:00pm</b>
April 30, 2013	Proposals Evaluated by County
May 3, 2013 (if granted to top proposers)	Phone Interviews Conducted (if warranted)
May 2, 2013 (amended to May 30 <sup>th</sup> )	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
June 4 <sup>th</sup> , 2013	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>
June 5-11, 2013	Consultant prepares survey draft for staff review (Scope of work, Part A)
June 12-16, 2013	Consultant administers survey and tabulates results
June 19, 2013	Consultant reviews findings with key county staff
July 31, 2013	Consultant and county staff present results of survey to Board of Supervisors
September 1, 2013	Complete District based Focus groups (Part B of Scope of work)
September 1, 2013	Complete Part C of Scope of work
Mutually agreed to time frame as agreed with County staff during entire project	Complete Part D
October 1, 2013	Complete Part E of Scope of work



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 13**

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

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

**To:** BOS

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Upchurch 565-2241

**Supervisorial District(s):**

Fifth

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

### **Recommended Actions:**

Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following entity for advertising and promotions activities: Comite Mexicano CP/Tierra Del Sol \$750; Farm Trails \$1000; Russian River Alliance \$1000; EcoRing \$700.

### **Executive Summary:**

Category E – Local Events and Organizations of the Advertising & Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. Below is a list of entities and grant awards for FY 12/13.

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

Comite Mexicano CP/Tierra Del Sol \$750; Farm Trails \$1000; Russian River Alliance \$1000; EcoRing \$700

### **Prior Board Actions:**

3/27/12 - The Board approved the Advertising & Promotions Policy update, including the district allocations for Category E funds for FY 12/13.

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

Provide grant funds to non-profit partners which encourage tourism development and economic development

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 3450	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 3450
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	other	\$
<b>Total Expenditure</b>	<b>\$ 3450</b>	<b>Total Sources</b>	<b>\$ 3450</b>

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

Funds were included in the FY 12/13 Advertising Program budget. This action allocates funds available to the Fifth District within Category E of the Advertising Program.

**Staffing Impacts**

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

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

Not applicable

**Attachments:**

Applications for each organization recommended

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

None.

**Sonoma County Advertising Program  
Request for Funding Application  
FY 2013-14**

Please review the Advertising & Promotions Policy prior to completing this application. The Policy details qualifications and requirements of applicants and specific categories under which funding can be requested. Applications for FY 2013-2014 funding must be submitted by **5:00 pm March 4, 2013**.

Applications may be submitted via email to: [Jennifer.Rogers@sonoma-county.org](mailto:Jennifer.Rogers@sonoma-county.org)  
Or via delivery to:

Attn: Jennifer Milligan (Rogers)  
County Administrator's Office  
575 Administration Drive, Suite 104-A  
Santa Rosa, CA 95403

This application is required for requests for grant funds under the following categories:

- A(1): Chambers of Commerce
- B(2): Community Safety
- C: Agricultural Promotion
- D: Historical Commissions
- F: Major County Events and Organizations

Category A(2): Visitors Center, utilizes a separate application which can be found at:  
[www.sonoma-county.org/cao/adv\\_program](http://www.sonoma-county.org/cao/adv_program)

This application may also be used for Category E: Local Events and Organizations, subject to the discretion of each Supervisorial District Board Member. Category E grant requests are made directly to the appropriate supervisorial district office.

This application will be evaluated in terms of the Policy and individual category(s).  
Policy Section II(3):

*Advertising fund grant awards will be based upon an evaluation of all application materials, with a focus on the return on investment and benefit to be gained, including potential tourism and business revenue, from providing financial support to the event/organization. Events and organizations who demonstrate ability to receive and/or contribute match funding or grants as the result of receipt of Advertising funds will be given priority consideration in the application review process and in consideration of amount of grant award.*

---

Applicant Organization: COMITE MEXICANO C.P. SAN FRANCISCO / TIERRA DEL SOL.  
Address: 158 COURTYARDS EAST  
City, State, Zip: WINDSOR, CA 95492  
Contact Person: ANTONIO H. RAMIREZ  
Phone Number: (707) 319-6317

Email Address: helio60@att.net

Web Site Address: www.GuelaguetzaTierraDelSol.com  
*Working on it still*

Current IRS Non-Profit Status: Yes  No

**EVENT/PROJECT/ORGANIZATION INFORMATION**

Please complete the remaining portions for each event/project/organization for which the Applicant Organization is requesting funding.

Event/Project/Organization for which funds are requested: Guelaguetza 2013 Sonoma County

Category(s) under which funds are being requested (please refer to Advertising & Promotions Policy):  
E

Amount of Funds Requested (please refer to Policy for maximums allowed under each category):  
\$1500.-

Briefly describe the event/project/organization for which funds are being requested:

Guelaguetza is a celebration in which representatives from many communities of Oaxaca, living in California, come together and celebrate the diversity of their traditions and cultures.

If the request is being made for a specific event/project, please briefly describe the operating organization responsible for the event/project. If the organization has a managing board, please describe the make-up of the board and provide your board bylaws.

OAXACA TIERRA DEL SOL is the organization, affiliated to El Comité Mexicano Civico Patriótico San Francisco, responsible for the development of this cultural festival.  
See attached documents for board members description.

Briefly describe how the Advertising funds would be used, if awarded:

We would use funds buying advertising time on radio and TV broadcast, as well as space on written advertising (newspapers).

When will the event/project/program occur, and when would Advertising funds be used, if awarded:

The event will take place on July 14, 2013.  
So, advertising will start by June 7, 2013

What is the target market for the advertising/promotional efforts and how will this target market be reached (please include details as to any advertising that will take place outside of the County and to encourage attendance from outside the County):

The target market is the general people. However, being this a cultural festival, students, teachers, professionals, etc. will be more interested. We will try to deliver promotional flyers in several educational centers around the bay area.

The Board of Supervisors wishes to encourage tourism, agriculture, and economic development in the County by supporting promotional, community, and cultural activities through the use of Advertising funds. Please describe how the event/organization will support tourism, agriculture, community spirit, culture, and/or economic development.

Guelaguetza is one of the most important cultural festivals in Latin America, that by itself creates expectation on a lot of people; children & youth. This event will support tourism as well as community spirit and culture ensuring in some economic development by gathering more than 2000 people in one day.

What benefit is expected from the use of Advertising funds, if awarded (please detail expected increased tourism, overnight stays, economic impact, etc.), and how will this be measured:

Advertising will play a key role, as in any community event, since more people will be aware of this unique festival. We are expecting to reach several cities around the bay area using broadcasting media. We still don't know how to measure this impact since this is just the second time of Guelaguetza.

How will the County of Sonoma, as a sponsor of the event/project/organization, be recognized in promotional materials and at the event/project/organization:

We already call it Guelaguetza 2013 Sonoma County to have people identify the event with the area location where this happens. All promotional material, including virtual media (web page), is having the name Sonoma County.

Please provide any information on sponsorship packages which will be utilized for this event/project/organization:

see attached package (promotional).



If Advertising Program funds are awarded, will the amount be matched (either full or partial) and by what organization:

*from event proceeds*

**HISTORY OF EVENT/PROJECT/ORGANIZATION:**

How long has this event/project/organization been in operation: *this is the second year*

What is the overall attendance (past and future anticipated) of the event/project/organization:

*2000+ flow of people*

Have Advertising Funds been received for this purpose in the past? If so, how much and when? If funds were received, please attach the Post-Event Report for this event.

**BUDGET FOR ADVERTISING ACTIVITIES**

Please detail all revenue and expenditures associated with the advertising and promotion of the event/project/organization for which funds are being requested (only include guaranteed funds, i.e. not the Advertising Funds being requested that have not yet been approved). The revenues and expenses listed here should only be related to advertising expenses.

Additionally, please include a copy of the Prior Year Financial Statements (or most recent available) as well as a copy of the budget for the event or organization for which funds are requested. (If upcoming budget is not available, include most recent available.)

Revenue for Advertising Functions:

*financial activity attached. Includes advertising expenses (highlighted)*

1.) Funding/Contributions:

Source	Amount
<b>Total:</b>	

2.) *Other Earnings (i.e. admission fee, retained earnings, sale of products, etc):*

Type	Amount
<b>Total:</b>	

3.) *Describe any in-kind assistance/match funds you expect to receive from individuals, businesses or other community groups in support of this event/project/organization, which have not be confirmed or detailed above:*

---



---



---

Advertising Expenditures:

1.) *Expenditures for advertising and promotions (should correlate with revenue sources stated above):*

<u>Expenditures</u> Item or service	<u>Cost:</u>	<u>Funded By</u>
<b>Total:</b>		

**SUBMISSION**

The undersigned, declares that he/she has carefully examined the Sonoma County Advertising & Promotions Policy and agrees, and, if Advertising funds are awarded, that proposer will contract with the County to furnish the services as specified, in accordance with this grant application attached.

 \_\_\_\_\_

Signature of Applicant

5/14/13

Date



## GUELAGUETZA 2013 SONOMA COUNTY

*Promote your business*

**¡The organization Oaxaca Tierra del Sol, member of Comité Mexicano Cívico Patriótico of San Francisco, projects!**

Be a partner in the production of Guelagueta 2013 Sonoma County to be celebrated on Sunday July 14, 2013 at Wells Fargo Center for the Arts.

La Guelagueta is a celebration that takes place in the State of Oaxaca, Mexico. It is an annual celebration of the indigenous community's traditions, crafts, food, music and dances—all pre-Hispanic traditions still alive today. We are giving the community of Sonoma County the opportunity to experience a glimpse of this rich and amazing cultural tradition by holding a replica of wonderful event on July, 2013, in Santa Rosa, California.

It is estimated that about 50,000 people will have visual contact with the promotion of this Guelagueta 2012 through out collectible posters, flyers, newspaper ads, and mainly from the virtual social media of today—Internet. We expect over 3,000 people gathered to enjoy this celebration, so we would like to give your business the opportunity to be exposed to this community. Promote your business. Please consider becoming a vendor or promote your company at a level that will accommodate your budget and interest, and at the same time support the cultural diffusion in the community.

### Sponsor Recognition & Marketing Benefits

#### Platinum Sponsor: \$2,000

Company will be present at all times during the promotion (printed and broadcasted media). Logo on collectible posters, promotional color flyers, T-shirts, etc.

A booth space and acknowledgement on the day of the event.

#### Gold Sponsor: \$1,500.00

Logo on collectible posters

Logo on event T-shirt and 2 free shirts

Logo on promotional color flyers

Acknowledgement in printed media & some broadcasted media, as well as a 10 x 10 booth space at the place of the event.

#### Silver Sponsor: \$1000.00

Logo on collectible posters

Logo on event T-shirt and 2 free shirts

Logo on promotional color flyers

A 10 x 10 space will be reserved for promotion at the place of the event.

#### Bronze Sponsor: \$500.00

Logo on promotional color flyers.



**Oaxaca Tierra del Sol**

158 Courtyards East, Windsor, CA 95492  
(707)319-6317

**SUNDAY, July 14, 2013 10am – 6:00 pm**

Event to be held at: Wells Fargo Center for the Arts (50 Mark West Springs Rd. Santa Rosa, CA. 95403

Please print or type

<b>Organization/Business Name:</b>	<b>First Name:</b>	<b>Last Name:</b>	
<b>Home Phone:</b>	<b>Business Phone/Fax:</b>	<b>Email:</b>	
<b>Address:</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Please indicate and describe type of product</b>			

Please check all that apply

- |   |  |
|---|--|
| <input type="checkbox"/> Food vendor \$700    | <input type="checkbox"/> Corporate \$1,000   |
| <input type="checkbox"/> Bakery \$500         | <input type="checkbox"/> Non-Profit \$250    |
| <input type="checkbox"/> Local business \$500 | <input type="checkbox"/> Arts & Crafts \$300 |

\* A 10 x 10 ft space will be included.

For food vendors and bakeries a permit must be obtain with Sonoma County Health Department by vendor.

- ❖ **Applications:** Please return completed application with cashier's check or money order and applicable forms to Oaxaca Tierra del Sol, 158 Courtyards East, Windsor CA., 95492. (Make checks payable to: Comitè Mexicano CP San Francisco/ Tierra del Sol).  
**NO REFUNDS. Application deadline: June 07, 2013**
- ❖ **Booth Guidelines:** All booths must be open by **10:00 AM** and close promptly at **5:00 PM**.
- ❖ **Vendor Space is considered a 10' x 10' area.** Food Booth space is sold in 20' x 10' space.
- ❖ **Violation of Rules.** Any product or service not listed voids agreement without refund. Any violation of these rules may cause the closure of your booth and prevent future participation.
- ❖ **Space is limited. And electricity is not available for vendors at this event.**
- ❖ \* A copy of Proof for **Non-Profit 501(c) 3** Status will be required with application.
- **La Guelaguetza en Santa Rosa**, a festival presented by **Comitè Mexicano Civico Patriotico of San Francisco** and its affiliate **Oaxaca Tierra del Sol** for the second time in Sonoma County.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ AND WILL COMPLY WITH ALL RULES AND REGULATIONS.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Vendors Application's format.**

**Sonoma County Advertising Program  
Request for Funding Application  
FY 2012-13**

Please review the Advertising & Promotions Policy prior to completing this application. The Policy details qualifications and requirements of applicants and specific categories under which funding can be requested. Applications for FY 2012-2013 funding must be submitted by **5:00 pm April 25, 2012**.

Applications may be submitted via email to: [Jennifer.Rogers@sonoma-county.org](mailto:Jennifer.Rogers@sonoma-county.org)

Or via delivery to:

Attn: Jennifer Rogers  
County Administrator's Office  
575 Administration Drive, Suite 104-A  
Santa Rosa, CA 95403

This application is required for requests for grant funds under the following categories:

- A(1): Chambers of Commerce
- B(2): Community Safety
- C: Agricultural Promotion
- D: Historical Commissions
- F: Major County Events and Organizations

This application may also be used for E: Local Events and Organizations, subject to the discretion of each Supervisorial District Board Member.

This application will be evaluated in terms of the Policy and individual category(s).

Policy Section II(3):

*Advertising fund grant awards will be based upon an evaluation of all application materials, with a focus on the return on investment and benefit to be gained, including potential tourism and business revenue, from providing financial support to the event/organization. Events and organizations who demonstrate ability to receive and/or contribute match funding or grants as the result of receipt of Advertising funds will be given priority consideration in the application review process and in consideration of amount of grant award.*

---

*Applicant Organization:* Sonoma County Farm Trails/ Gravenstein Apple Fair

*Address:* 5880 Carroll Rd.

*City, State, Zip:* Petaluma, CA 94952

*Contact Person:* Carmen Snyder

*Phone Number:* 707-837-8896

*Email Address:* [Carmen@farmtrails.org](mailto:Carmen@farmtrails.org)

*Web Site Address:* [www.farmtrails.org](http://www.farmtrails.org), [www.gravensteinapplefair.com](http://www.gravensteinapplefair.com)

*Current IRS Non-Profit Status:* Yes \_\_\_ X \_\_\_ No \_\_\_

---

**EVENT/PROJECT/ORGANIZATION INFORMATION**

Please complete the remaining portions for *each* event/project/organization for which the Applicant Organization is requesting funding.

*Event/Project/Organization for which funds are requested:* Gravenstein Apple Fair August 2012

*Category(s) under which funds are being requested (please refer to Advertising & Promotions Policy):*  
F: Major County Events

*Amount of Funds Requested (please refer to Policy for maximums allowed under each category):*  
\$20,000\_\_\_\_\_

*Briefly describe the event/project/organization for which funds are being requested:*

Funds would support advertising for the Gravenstein Apple Fair, a traditional country fair held every August in Ragle Ranch Park in Sebastopol. The fair celebrates the heirloom gravenstein apple and local agriculture (“life on the farm”) & features local artists/ craftspeople, food, and music.

*If the request is being made for a specific event/project, please briefly describe the operating organization responsible for the event/project:*

The Gravenstein Apple Fair has been produced for 39 years by Sonoma County Farm Trails, a 501(c)6 nonprofit organization dedicated to promoting agriculture in Sonoma County. The fair serves as Farm Trails’ primary annual fundraiser.

*Briefly describe how the Advertising funds would be used, if awarded:*

The advertising funds would be used to reimburse advertising costs from the 2012 Apple Fair.

*When will the event/project/program occur, and when would Advertising funds be used, if awarded:*

Funds would be used immediately. The next GAF (Gravenstein Apple Fair) is scheduled for August of 2013, and we need to recoup our losses from last year’s Fair to begin planning and advertising immediately.

*What is the target market for the advertising/promotional efforts and how will this target market be reached (pleased include details as to any advertising that will take place outside of the County and to encourage attendance from outside the County):*

The target audience is bay area families who want to travel to (or within) Sonoma County to experience the rural/ small town lifestyle, to take part in a celebration of our rural heritage, and to connect with their food origins. We advertise throughout Sonoma County and the greater Bay Area via print, radio and social media.



*The Board of Supervisors wishes to encourage tourism, agriculture, and economic development in the County by supporting promotional, community, and cultural activities through the use of Advertising funds. Please describe how the event/organization will support tourism, agriculture, community spirit, culture, and/or economic development.*

GAF draws tourists to Sonoma County the weekend of the Fair. The Fair directly funds Sonoma County Farm Trails, which is dedicated to supporting local farmers, ranchers, and artisanal producers. A family-friendly event that has been put on for nearly 40 years, GAF celebrates rural culture. Community spirit is generated amongst the public at this beloved traditional event (enjoying Grandma’s Apple Fritters, pie-eating contests, crafting activities, agricultural demonstrations, Life on the Farm stage, Chef’s Tent, dancing, excellent food, local wares, hay bale seating, apples galore and more). Many of the attendees and vendors have been coming to the Fair for decades. There is also an historical relationship with the Regional Parks who grant us the usage of the charming oak-filled park. Besides contributing to the local artisans, crafters, apple growers and food vendors through direct sales, GAF also financially supports the local businesses, charitable organizations, high school clubs, etc. who help to put on the Fair.

*What benefit is expected from the use of Advertising funds, if awarded (please detail expected increased tourism, overnight stays, economic impact, etc.), and how will this be measured:*

---

\_Attendance is roughly 15,000 over the course of the weekend. Fair attendees and participants spend money at local hotels, motels and B&Bs, restaurants, shops and gas stations, especially in the Sebastopol area. We are planning to capture demographics in a detailed survey at GAF 2013.

---

---

*How will the County of Sonoma, as a sponsor of the event/project/organization, be recognized in promotional materials and at the event/project/organization:*

GAF will list the County of Sonoma as a sponsor on our website and in printed materials.

*Please provide any information on sponsorship packages which will be utilized for this event/project/organization:*

---

\_\_\_\_\_We are hoping for 4 national sponsors this year to defray costs. We will also offer naming rights for several venues. No sponsorship has yet been obtained.

---

---

**HISTORY OF EVENT/PROJECT/ORGANIZATON:**

*How long has this event/project/organization been in operation: 39 years*

*What is the overall attendance (past and future anticipated) of the event/project/organization:  
Typically between 12,000 and 16,000 over the course of the weekend.*

*Have Advertising Funds been received for this purpose in the past? If so, how much and when?  
TOT funds have been rewarded annually, between \$18,000 and \$28,000.*

**BUDGET FOR ADVERTISING ACTIVITIES**

Please detail all revenue and expenditures associated with the advertising and promotion of the event/project/organization for which funds are being requested (only include guaranteed funds, i.e. not the Advertising Funds being requested that have not yet been approved).

Revenue:

1.) *Funding/Contributions:*

Source	Amount
Sonoma County Farm Trails Membership Dues	\$23,000
Map & Guide Advertising Income	\$5,000
GAF 2012 Sponsorship	\$4,500
TOT funds	\$19,000
<b>Total:</b>	<b>\$51,500</b>

2.) *Other Earnings (i.e. admission fee, retained earnings, sale of products, etc):*

Type	Amount
Gravesntein Apple Fair Admissions (gross)	\$70,000
Vendor Fees and Overrides	\$30,000
Gross Product Sales (beer/ wine/ juice/ merchandise)	\$20,000
Gross Parking	\$6,000
<b>Total:</b>	<b>\$126,000</b>

3.) *Describe any in-kind assistance/match funds you expect to receive from individuals, businesses or other community groups in support of this event/project/organization, which have not be confirmed or detailed above:*

---

---

---

---

Expenditures:

1.) *Expenditures for advertising and promotions (should correlate with revenue sources stated above):*

<b><u>Expenditures</u></b> <b>Item or service</b>	<b><u>Cost:</u></b>	<b><u>Funded By</u></b>
Publicist Fee	\$4500	
Graphic Design	\$4000	
Advertising- Print	\$18,000	
Advertising - Radio	\$11,000	
Signage	\$3,000	
Posters/ Postcards	\$1,000	
<b>Total:</b>	\$41,500	

**SUBMISSION**

The undersigned, declares that he/she has carefully examined the Sonoma County Advertising & Promotions Policy and agrees, and, if Advertising funds are awarded, that proposer will contract with the County to furnish the services as specified, in accordance with this grant application attached.

---

Signature of Applicant

---

Date

**Sonoma County Advertising Program  
Request for Funding Application  
FY 2013-14**

Please review the Advertising & Promotions Policy prior to completing this application. The Policy details qualifications and requirements of applicants and specific categories under which funding can be requested. Applications for FY 2013-2014 funding must be submitted by **5:00 pm March 4, 2013**.

Applications may be submitted via email to: [Jennifer.Rogers@sonoma-county.org](mailto:Jennifer.Rogers@sonoma-county.org)

Or via delivery to:

Attn: Jennifer Milligan (Rogers)  
County Administrator's Office  
575 Administration Drive, Suite 104-A  
Santa Rosa, CA 95403

This application is required for requests for grant funds under the following categories:

- A(1): Chambers of Commerce
- B(2): Community Safety
- C: Agricultural Promotion
- D: Historical Commissions
- F: Major County Events and Organizations

Category A(2): Visitors Center, utilizes a separate application which can be found at:

[www.sonoma-county.org/cao/adv\\_program](http://www.sonoma-county.org/cao/adv_program)

This application may also be used for Category E: Local Events and Organizations, subject to the discretion of each Supervisorial District Board Member. Category E grant requests are made directly to the appropriate supervisorial district office.

This application will be evaluated in terms of the Policy and individual category(s).

Policy Section II(3):

*Advertising fund grant awards will be based upon an evaluation of all application materials, with a focus on the return on investment and benefit to be gained, including potential tourism and business revenue, from providing financial support to the event/organization. Events and organizations who demonstrate ability to receive and/or contribute match funding or grants as the result of receipt of Advertising funds will be given priority consideration in the application review process and in consideration of amount of grant award.*

---

*Applicant Organization:* \_\_\_\_\_ Russian River Alliance \_\_\_\_\_

*Address:* \_\_\_\_\_ c/o Chuck Ramsey PO Box 904 \_\_\_\_\_

*City, State, Zip:* \_\_\_\_\_ Monte Rio, CA 95462-0904 \_\_\_\_\_

*Contact Person:* \_\_\_\_\_ Chuck Ramsey \_\_\_\_\_

*Phone Number:* \_\_\_\_\_ 707-239-1639 \_\_\_\_\_

Email Address: \_\_\_\_\_chram@aol.com\_\_\_\_\_

Web Site Address: \_\_\_\_\_russianriveralliance.org\_\_\_\_\_

Current IRS Non-Profit Status: Yes\_\_X\_\_ No\_\_\_\_\_

---

**EVENT/PROJECT/ORGANIZATION INFORMATION**

Please complete the remaining portions for *each* event/project/organization for which the Applicant Organization is requesting funding.

Event/Project/Organization for which funds are requested: Russian River Memorial Day Festival\_\_\_\_\_

Category(s) under which funds are being requested (please refer to Advertising & Promotions Policy):  
\_E.\_\_\_\_\_

Amount of Funds Requested (please refer to Policy for maximums allowed under each category):  
\_\_\$1,000\_\_\_\_\_

Briefly describe the event/project/organization for which funds are being requested: \_\_Russian River Alliance, along with other local community groups (such as Monte Rio and Forestville Chambers, Monte Rio Community Alliance, Russian River Historical Society) is sponsoring a Memorial Day Festival to celebrate the return of summer in the Russian River. The event is planned to showcase recent improvements in Monte Rio, to encourage economic development by way of attracting tourists as well as encouraging residents to be proud of their local towns and to support their local businesses. The event will have local bands, local BBQ, local historical movies, a historical plaque dedication at the Monte Rio Community Center, and events for families with children to enjoy.

*If the request is being made for a specific event/project, please briefly describe the operating organization responsible for the event/project. If the organization has a managing board, please describe the make-up of the board and provide your board bylaws.*

The Russian River Alliance began in January 2012 as a successor organization to the former Russian River Redevelopment (RRROC) as a means to continue having a mechanism to provide local input into resolving local issues. The organization incorporated in August 2012 as a non-profit charitable organization with a stated principal service of community improvement. The board consists of a president, vice-president, secretary, and treasurer.

*Briefly describe how the Advertising funds would be used, if awarded:*

Advertising funds would be used to promote the event to residents, tourists, and businesses in the Lower Russian River as well as to other Sonoma County areas, the Greater Bay Area, and Sacramento. Advertising funds will be spent on promotional items such as newspaper ads, local radio ads, flyers, banners, signage, etc.

*When will the event/project/program occur, and when would Advertising funds be used, if awarded:*  
The event will occur Saturday 5/25/13, the first day of Memorial Day weekend. Funds will be used prior to the event and the day of the event.

*What is the target market for the advertising/promotional efforts and how will this target market be reached (please include details as to any advertising that will take place outside of the County and to encourage attendance from outside the County):*

The target market is local residents, non-local residents that have vacation homes here but live outside the county, and tourists from the Greater Bay and Sacramento Areas. Advertising funds will be used for newspaper ads, radio ads, flyers, banners, signage, etc.

*The Board of Supervisors wishes to encourage tourism, agriculture, and economic development in the County by supporting promotional, community, and cultural activities through the use of Advertising funds. Please describe how the event/organization will support tourism, agriculture, community spirit, culture, and/or economic development.*

This event will clearly support several of these objectives. It will highlight the tourism features of the River Area. It is timed appropriately for the kick off of the summer tourist season. It will also support community and cultural activities by presenting local bands, artists, historical society local movies and historical plaque dedication, etc. It will encourage economic development, business retention, and community spirit by bringing tourists to the area and by encouraging local residents and businesses to see first-hand the improvements that are coming to the community, to take pride in their community, and to support the vision of a more welcoming/vibrant community.

*What benefit is expected from the use of Advertising funds, if awarded (please detail expected increased tourism, overnight stays, economic impact, etc.), and how will this be measured:*

Improvements to the community (infrastructure, better maintained gateways, enhanced law enforcement efforts, etc.) will result in tourists wanting to stay here (in our hotels), dine in our restaurants and drinking establishments, explore the recreational activities, solitude, and beauty the area has to offer. It should also help promote our local wedding venue business. It will also encourage local residents to spend their money locally instead of outside the River Area. The increased pride and business should encourage other businesses to improve their store-fronts as well. This can be measured by providing follow-up questionnaires to our hotels, restaurants, drinking establishments, and also by comparing TOT taxes and sales taxes collected locally.

*How will the County of Sonoma, as a sponsor of the event/project/organization, be recognized in promotional materials and at the event/project/organization:*

The County will be recognized as a sponsor on all promotional materials, as well as recognized at the event itself.

Please provide any information on sponsorship packages which will be utilized for this event/project/organization:

---

---

---

---

If Advertising Program funds are awarded, will the amount be matched (either full or partial) and by what organization:

\_Sonoma County Water Agency has provided sponsorship funds which will be used in part for advertising. We are currently in the process of soliciting other event sponsors.

**HISTORY OF EVENT/PROJECT/ORGANIZATON:**

How long has this event/project/organization been in operation: While Monte Rio and he Russian River Area have been welcoming tourists for over 100 years, this will be the inaugural annual event for this organization. The area does have July 4<sup>th</sup> events that have a long history.

What is the overall attendance (past and future anticipated) of the event/project/organization:

It is anticipated that the event will have several hundred participants in its first year and should grow in future years.

Have Advertising Funds been received for this purpose in the past? If so, how much and when? If funds were received, please attach the Post-Event Report for this event.

This will be the first year for this event.

**BUDGET FOR ADVERTISING ACTIVITIES**

Please detail all revenue and expenditures associated with the advertising and promotion of the event/project/organization for which funds are being requested (only include guaranteed funds, i.e. not the Advertising Funds being requested that have not yet been approved). The revenues and expenses listed here should only be related to advertising expenses.

Additionally, please include a copy of the Prior Year Financial Statements (or most recent available) as well as a copy of the budget for the event or organization for which funds are requested. (If upcoming budget is not available, include most recent available.)

Revenue for Advertising Functions:

1.) *Funding/Contributions:*

Source	Amount
Sonoma County Water Agency (\$1,000 sponsor)	\$250

<b>Total:</b>	\$250

2.) *Other Earnings (i.e. admission fee, retained earnings, sale of products, etc):*

<b>Type</b>	<b>Amount</b>
<b>Total:</b>	

3.) *Describe any in-kind assistance/match funds you expect to receive from individuals, businesses or other community groups in support of this event/project/organization, which have not be confirmed or detailed above:*

We will be obtaining funds to cover event expenses by soliciting additional sponsors, by selling raffle tickets/silent auction items, and by selling tickets for food and beverages.

Advertising Expenditures:

1.) *Expenditures for advertising and promotions (should correlate with revenue sources stated above):*

<u><b>Expenditures</b></u> <b>Item or service</b>	<u><b>Cost:</b></u>	<u><b>Funded By</b></u>
Media advertising, flyers, banners, signage	\$1,250	SCWA and Sonoma County
<b>Total:</b>	\$1,250	



**SUBMISSION**

The undersigned, declares that he/she has carefully examined the Sonoma County Advertising & Promotions Policy and agrees, and, if Advertising funds are awarded, that proposer will contract with the County to furnish the services as specified, in accordance with this grant application attached.

Russian River Alliance  
By: Charles H. Ramsey, President

\_\_\_\_\_

4/16/13\_\_\_\_\_

Signature of Applicant

Date

**Sonoma County Advertising Program  
Request for Funding Application  
FY 2013-14**

Please review the Advertising & Promotions Policy prior to completing this application. The Policy details qualifications and requirements of applicants and specific categories under which funding can be requested. Applications for FY 2013-2014 funding must be submitted by **5:00 pm March 4, 2013**.

Applications may be submitted via email to: [Jennifer.Rogers@sonoma-county.org](mailto:Jennifer.Rogers@sonoma-county.org)  
Or via delivery to:

Attn: Jennifer Milligan (Rogers)  
County Administrator's Office  
575 Administration Drive, Suite 104-A  
Santa Rosa, CA 95403

This application is required for requests for grant funds under the following categories:

- A(1): Chambers of Commerce
- B(2): Community Safety
- C: Agricultural Promotion
- D: Historical Commissions
- F: Major County Events and Organizations

Category A(2): Visitors Center, utilizes a separate application which can be found at:  
[www.sonoma-county.org/cao/adv\\_program](http://www.sonoma-county.org/cao/adv_program)

This application may also be used for Category E: Local Events and Organizations, subject to the discretion of each Supervisorial District Board Member. Category E grant requests are made directly to the appropriate supervisorial district office.

This application will be evaluated in terms of the Policy and individual category(s).

Policy Section II(3):

*Advertising fund grant awards will be based upon an evaluation of all application materials, with a focus on the return on investment and benefit to be gained, including potential tourism and business revenue, from providing financial support to the event/organization. Events and organizations who demonstrate ability to receive and/or contribute match funding or grants as the result of receipt of Advertising funds will be given priority consideration in the application review process and in consideration of amount of grant award.*

**Applicant Organization:** Russian River Farmer's Market sponsored by EcoRing

**Address:** P.O. Box 2002 \_\_\_\_\_

**City, State, Zip:** Guerneville, Ca 95446 \_\_\_\_\_

**Contact Person:** Patrick Hogan/Connie Schlabach

**Phone Number:** 695-5559/953-1104 \_\_\_\_\_

Email Address: pwhogan1@comcast.net or connieschlabach352@gmail.com

Web Site Address: \_\_\_\_\_

Current IRS Non-Profit Status: Yes  No

---

### EVENT/PROJECT/ORGANIZATION INFORMATION

Please complete the remaining portions for *each* event/project/organization for which the Applicant Organization is requesting funding.

---

Event/Project/Organization for which funds are requested: Russian River Farmer's Market

Category(s) under which funds are being requested (please refer to Advertising & Promotions Policy):  
Advertising

Amount of Funds Requested (please refer to Policy for maximums allowed under each category):  
\$700.00

Briefly describe the event/project/organization for which funds are being requested: Russian River Farmer's Market is beginning its second season this May. The Market promotes local agriculture and small businesses, promotes healthy living, supports youth programs, artists and musicians and will highlight other non-profits in the area. The Market creates a wonderful gathering place for locals and tourists alike and creates activity in the center of our community. This year we will be including food demonstrations by the El Molino Culinary Arts Program, concession sales by local youth groups, music by local musicians, 7 art fares by local artists, and a non-profit fair which will highlight all of the local non-profits in our area.

If the request is being made for a specific event/project, please briefly describe the operating organization responsible for the event/project. If the organization has a managing board, please describe the make-up of the board and provide your board bylaws.  
Doesn't really apply as the Farmer's Market is self-funded and managed/organized by volunteers

Briefly describe how the Advertising funds would be used, if awarded:

The funds would be used for promotional materials for our Market. We would like to have postcards printed that would be distributed at various businesses in town and placed in the resorts and vacation rentals in order to encourage visitors' patronage. In addition we would like to be able to design and sell (at cost) a natural fiber shopping bag with logos for the RRFM and EcoRing.

*When will the event/project/program occur, and when would Advertising funds be used, if awarded:*  
The Russian River Farmer's Market will be held every Tuesday from the beginning of May thru September. The funds would be used immediately

*What is the target market for the advertising/promotional efforts and how will this target market be reached (please include details as to any advertising that will take place outside of the County and to encourage attendance from outside the County):*

Both local and out-of-town shoppers will be picking up the postcards and/or purchasing the bags at the market. We've spoken to several resort owners and owners of the vacation rental companies and they are willing to display the postcard. All local newspapers will be contacted to have the market listed in their papers.

---

*The Board of Supervisors wishes to encourage tourism, agriculture, and economic development in the County by supporting promotional, community, and cultural activities through the use of Advertising funds. Please describe how the event/organization will support tourism, agriculture, community spirit, culture, and/or economic development.*

A Farmer's Market obviously supports agriculture. The Russian River Farmer's Market is in the center of a resort community supported by tourism. The participants of the market are local farmers, businesses, youth organizations, artists and musicians. In addition, the Farmer's Market is partnering with the Rotary Club's concert series by having an art fair (by local artists) on the days of the concerts (7 dates from June-Sept).

*What benefit is expected from the use of Advertising funds, if awarded (please detail expected increased tourism, overnight stays, economic impact, etc.), and how will this be measured:*

The bags and flyers will help to increase attendance and awareness of the market. The hope is that visitors will want to be here for the market and may choose to arrive at the River a day earlier.

*How will the County of Sonoma, as a sponsor of the event/project/organization, be recognized in promotional materials and at the event/project/organization:*

All promotional materials will include the County as a sponsor/contributor.

*Please provide any information on sponsorship packages which will be utilized for this event/project/organization:*

None available.

If Advertising Program funds are awarded, will the amount be matched (either full or partial) and by what organization:

The Farmer's Market will pay for the permanent signage and banners. Rotary Club is including the Farmer's Market and Art Fairs in all of their marketing material.

**HISTORY OF EVENT/PROJECT/ORGANIZATON:**

How long has this event/project/organization been in operation: Market began in 2012.

What is the overall attendance (past and future anticipated) of the event/project/organization:  
The Market occurs over a 4 hour period so attendance is difficult to determine. Market probably draws anywhere from 300-500 people, depending on the time of year.

Have Advertising Funds been received for this purpose in the past? If so, how much and when? If funds were received, please attach the Post-Event Report for this event.  
No

**BUDGET FOR ADVERTISING ACTIVITIES**

Please detail all revenue and expenditures associated with the advertising and promotion of the event/project/organization for which funds are being requested (only include guaranteed funds, i.e. not the Advertising Funds being requested that have not yet been approved). The revenues and expenses listed here should only be related to advertising expenses.

Additionally, please include a copy of the Prior Year Financial Statements (or most recent available) as well as a copy of the budget for the event or organization for which funds are requested. (If upcoming budget is not available, include most recent available.)

Revenue for Advertising Functions:

1.) *Funding/Contributions:*

Source	Amount
Self Funded (See #2 on next page)	
<b>Total:</b>	

2.) *Other Earnings (i.e. admission fee, retained earnings, sale of products, etc):*

<b>Type</b>	<b>Amount</b>
'Give Back Tuesday' fundraisers - 2 held last year	\$2050.00
Vendors contributions	1860.00
Sponsorships	1000.00
<b>Total:</b>	<b>\$4910.00</b>

3.) *Describe any in-kind assistance/match funds you expect to receive from individuals, businesses or other community groups in support of this event/project/organization, which have not be confirmed or detailed above:*

Inclusion in the Rotary Club concert series advertising and promotional materials, donation of auction items from local businesses and individuals, donations from the vendors for our fundraisers, on-line support from the Sisters of Perpetual Indulgence.

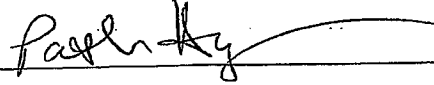
Advertising Expenditures:

1.) *Expenditures for advertising and promotions (should correlate with revenue sources stated above):*

<u>Expenditures</u> Item or service	<u>Cost:</u>	<u>Funded By</u>
Permanent Signs and banners	\$300.00	RR Farmer's Market
Rotary posters/ flyers	FREE	
Posters	23.00	RRFM
Postcards	\$112.00	RRFM
Market Shopping Bag with RRFM logo	\$500.00	RRFM
<b>Total:</b>	<b>\$935.00</b>	

**SUBMISSION**

The undersigned, declares that he/she has carefully examined the Sonoma County Advertising & Promotions Policy and agrees, and, if Advertising funds are awarded, that proposer will contract with the County to furnish the services as specified, in accordance with this grant application attached.

  
\_\_\_\_\_

4-23-2013

Signature of Applicant

Date



4/23/2013

## **Russian River Farmer's Market Proposed Budget for 2013**

---

### **Proposed Expenses**

Insurance	\$520.00
Ag Permit	96.00
Health Dept Permits	
Organizer	277.00
Temp. Food Facility	206.00
Banner/Signage	
Sign - At market	100.00
Banner	100.00
Sign—By Tina	100.00
Postcards—500	112.00
Posters—50	23.00
Musicians \$50/wk/15wk	750.00
Give Back Tuesday-2	350.00
Fiber shopping bags	<u>500.00</u>
Total	\$3084.00

### **Proposed Income**

2 Give Back Tuesday	\$2000.00
Sponsors—2/\$250	500.00
Vendor Income:	
22 wk X \$170 est	<u>3740.00</u>
Total	\$6240.00





## 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:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Supervisor Mike McGuire 707- 565-3758

**Supervisorial District(s):**

Fourth

**Title:** Disbursement of 2012-2013 Discretionary Advertising Funds (4th District)

**Recommended Actions:**

Approve Advertising Program grant award and authorize the County Administrator to execute contracts with the Council on Aging Services for Seniors, \$580, for advertising and promoting the Sonoma Wine Country Senior Games.

**Executive Summary:**

Category E – Local Events and Organizations of the Advertising & Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Fourth District has made decisions regarding a portion of its allocation, totaling \$18,460 for FY 12/13. This item allocates the remainder of the district’s Category E grant funds in FY 12/13. The district requests approval of a grant to the Council on Aging Services for Seniors, in the amount of \$580.00, for advertising and promoting the Sonoma Wine Country Senior Games.

The Fourth District requests that funds be distributed upon approval of these awards by Board and execution of an advertising grant agreement contract with each entity.

**Prior Board Actions:**

3/27/12 - The Board approved the Advertising & Promotions Policy update, including the district allocations for Category E funds for FY 12/13.  
During the FY, \$17,880 of Fourth District funds have been allocated.

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

These grants promote the County of Sonoma and encourage tourism resulting in economic growth.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 580.00		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 580.00
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 580.00</b>	<b>Total Sources</b>	<b>\$ 580.00</b>

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

The original Fourth District allocation was \$18,460. \$17,880 has previously been allocated; today's action appropriates the remainder, \$580.

**Staffing Impacts**

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

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

**Attachments:**

Contract – unsigned.

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

None.

AGREEMENT

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of August, 2012, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the «Organization», (hereinafter ADVERTISER).

WITNESSETH:

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

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

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

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

1. During the fiscal year July 1, 2012 to June 30, 2013, COUNTY shall pay to ADVERTISER the total sum of \$«Amount» (hereinafter "Advertising Funds"), payable upon execution of this contract.
2. ADVERTISER must submit to the COUNTY receipts of activities performed utilized the Advertising Funds. Activities must take place between July 1, 2012 and June 30, 2013. Receipts must be remitted to the COUNTY by July 31, 2013. If receipts are not submitted by July 31, 2013, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2013. Failure to submit required receipts may jeopardize ability to receive future grant awards.
3. In consideration whereof, ADVERTISER promises and agrees to render the following services to COUNTY during the fiscal year July 1, 2012 to June 30, 2013:

As set forth in the attached, Exhibit A. In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the county's program coordinator.

4. ADVERTISER agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of ADVERTISER'S books, records, and financial statements upon COUNTY'S request and without prior notice.
5. ADVERTISER warrants to COUNTY that any Advertising funds paid to ADVERTISER by COUNTY pursuant to this agreement shall be expended for only those purposes authorized by Section 26100 of the Government Code of the State of California and the COUNTY'S Advertising and Promotions Policy.

6. Travel expenses, such as transportation and lodging, and/or meal costs, are not allowable advertising and promotions expenses. Advertising Funds may not be used to purchase or lease fixed assets.
7. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.
8. Indemnification:
  - a. ADVERTISER agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Advertiser, that arise out of, pertain to, or related to Advertiser's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
  - b. ADVERTISER shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with ADVERTISER's performance hereunder.
9. Non-Discrimination: ADVERTISER shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
10. Assignment/Delegation: ADVERTISER shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
11. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
12. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to ADVERTISER. In the event of such termination, COUNTY shall pay ADVERTISER for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by ADVERTISER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by ADVERTISER.
13. Repayment: If ADVERTISER fails to comply with the rules and requirements of the Advertising and Promotions Policy or the specific Category requirements under which the ADVERTISER received

funds, as specified in the grant application, Exhibit A, then ADVERTISER shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow ADVERTISER to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that ADVERTISER has taken action to ensure that the failure will not reoccur.

14. Conflict of Interest: ADVERTISER covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. ADVERTISER further covenants that in the performance of this contract no person having any such interest shall be employed.
15. Attorneys' Fees: In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.
16. Statutory Compliance: ADVERTISER 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.
17. AIDS Discrimination: ADVERTISER 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.
18. 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.
19. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. ADVERTISER expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of ADVERTISER to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter ADVERTISER shall be entitled to no compensation whatsoever for the performance of such work. ADVERTISER further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

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

COUNTY OF SONOMA

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

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

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

«Organization»  
«Street»  
«City», «StateZip»

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

By \_\_\_\_\_  
«Contact»  
«Event»



## 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:** County of Sonoma Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisorial District(s):**

**Title:** District Attorney Restitution Assistance

### **Recommended Actions:**

Resolution authorizing the District Attorney to sign Agreement with Victim Compensation and Government Claims Board to provide funding for restitution assistance services for the term July 1, 2013, through June 30, 2016, in the amount of \$217,683.

### **Executive Summary:**

The Victim Services program was created by the passage of Section 13835 et seq. of the California State Penal Code, which mandates local comprehensive centers for victim and witness assistance throughout California. The Sonoma County Victim Services Division is one of the special programs designed to reduce the trauma and insensitive treatment victims and witnesses may experience following a crime. The DA's Office is committed to helping crime victims and their families reorganize and reclaim their lives; our staff seeks to make the criminal justice system more understandable, accessible, and responsive to the concerns of victims and their families.

The Victim Compensation and Government Claims Board (VCGCB) is the State agency that provides compensation for victims of violent crime and eligible victims with reimbursement for crime-related expenses. County jurisdictions are also provided with funds that are used to facilitate the administrative needs of clients seeking VCGCB assistance. In Sonoma County, VCGCB funds support for the DA's Victim Services Claims Unit, which helps victims of crimes understand the restitution process, determines the financial impact of the crimes, ascertains eligibility requirements to file claims for restitution, and assists victims file claims to the court. These VCGCB funds have supported the DA's Restitution Specialist services every year since 1997.

The contract of this Board Action provides funds toward the cost for the salary and benefits of a 1.0 FTE Restitution Specialist assigned to the DA's Office. The Agreement will provide approximately 70% of the full cost over the next three fiscal years; this is the same level of support provided under the current VCGCB Restitution Specialist contract. The balance of the position is paid through general fund dollars.

The Restitution Specialist works in conjunction with the Claims Unit to file and administer VCGCB-based claims. The Restitution Specialist is also responsible for ensuring that the victims of crime are provided with appropriate orders and that mandated restitution fines and fees are either imposed on the defendant at the time of sentencing or an order for restitution is reserved and to be determined at a later date. To accomplish this, the Restitution Specialist works closely with the victims, the Deputy District Attorneys, the Courts, the Probation Department, and VCGCB.

The Restitution Specialist assists victims of property crimes in addition to VCGCB cases; funding is not used to reimburse victims but rather to assist them in recovering damages. The Restitution Specialist attempts contact with each victim, explains the laws around the allowable losses, educates the victims on preparing restitution requests, and explains the court process to the victim. The Restitution Specialist is regularly in court with the victims and their families and assists them in presenting their restitution request to the court. Once the court has made an order, the Restitution Specialist will often work directly with the defendant and the victim on setting up a payment plan and ensuring that the victim is “made whole” again.

**Prior Board Actions:**

Agreements with Victim Compensation and Government Claims Board for restitution assistance services have been approved annually since 1997.

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

The restitution specialist performs the essential function of assisting victims of property crime navigate the justice system. In this way, these funds establish services to support victims of crime find a way “to be made whole” again.

**Fiscal Summary - FY 12-13**

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

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

No FY 2012-2013 budget activity is required. Approximately \$72,500 per fiscal year will be included in future FY 2013-14, FY 2014-15, and FY 2015-16 budgets, totaling \$217,283 over the three year period. Revenue will be sourced from VCGCB grant funds. A portion of the Restitution Specialist position is funded through general fund dollars.



<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
None			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Resolution			
<b>Related Items “On File” with the Clerk of the Board:</b>			
VCGCB CRC contract			



County of Sonoma  
State of California

Date: June 4, 2013

Item Number: \_\_\_\_\_

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

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma authorizing the District Attorney to sign, on behalf of the Board of Supervisors, an agreement between the Victim Compensation and Government Claims Board and the County of Sonoma (Agreement #: VCGC 3086).**

**WHEREAS**, the Sonoma County Board of Supervisors has previously entered into an agreement with the Victim Compensation and Government Claims Board (hereafter referred to as the "VCGCB") and desires to continue the program to ensure restitution fines and orders are properly administered in accordance with applicable statutes; and

**Whereas**, the VCGCB has authorized and allocated \$217,683.00 for the period of July 1, 2013 through June 30, 2016 to implement this project subject to the execution of a Standard Agreement and acknowledgment of the terms and conditions contained therein,

**Now, Therefore, Be It Resolved** that the District Attorney of the County of Sonoma is authorized to submit the attached agreement to the VCGCB and is authorized to execute on behalf of the Board of Supervisors the Standard Agreement including any extensions or amendments thereof.

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

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jose Obregon, 565-3242

**Supervisorial District(s):**

4th

**Title:** Amendment #3 to License Agreement with City of Cloverdale.

**Recommended Actions:**

Authorize the Chair to execute Amendment #3 to the license agreement with the City of Cloverdale for the operation of the Cloverdale Veterans Memorial Building swimming pool, extending the term for one additional year from June 30, 2013 to June 30, 2014 for an amount paid by the City to the County of \$2,521.

**Executive Summary:**

Since 1991, the City of Cloverdale has operated the swimming pool at the Cloverdale Veterans Memorial Building through an agreement with Sonoma County. The agreement allows the City to contract with the YMCA, which hires and trains a competent staff, and provides a well-run operation of the pool for the community and visitors. The County has been satisfied with the City and YMCA's operation of the pool and wishes them to continue to operate the pool in 2013. In addition to operating the pool, the City assists the County by sweeping the Veterans Building parking lot.

The 20-year relationship between the City/YMCA and the County has been beneficial in that it provides trained lifeguards/swim instructors, administrative staff for operations, recreational swim programs, and promotes health and safety for the community and visitors. In addition, since the site is remote from central County resources, there are logistical advantages and savings in travel and oversight expenses. The City contributed \$2,286 in 2009, \$2,377 in 2010, \$2,424 in 2011, and \$2,472 in FY 12-13.

General Services is evaluating future options for the ongoing operation and maintenance of the Cloverdale Veterans Memorial Building and swimming pool. In the past year the County and City negotiated the sale of the facility to the City, however due to fiscal challenges and limitations, the City elected to defer the purchase. Staff continues to explore options including the sale to other parties; however no specific action is projected for the near future. With this in mind staff recommends that the current pool utilization agreement be extended for another year in order not to disrupt pool operations for the summer of 2013. The City has agreed to a 2% increase over FY 12-13 contribution for a total of \$2,521 for FY 13-14.

<b>Prior Board Actions:</b>			
The Board has executed license agreements with the City of Cloverdale annually since 1981. Two-year agreements were approved in 1989 and 1991. Three-year agreements were approved in 1996, 1999, 2002, 2005, and 2008. On 4/10/2012 the Board approved Amendment #2 to the agreement extending the agreement one year.			
<b>Strategic Plan Alignment</b>		Goal 1: Safe, Healthy, and Caring Community	
The contract with the YMCA ensures that the pool will be operated safely.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 0		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The City will pay to the County \$2,521 to offset maintenance and operations costs. Payment is scheduled for receipt in FY13-14.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Amendment #3 to the License Agreement.			



## 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 Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Anthony Fiore, Buyer, 707.565.2406

**Supervisorial District(s):**

N/A

**Title:** Towing Services for County Owned Vehicles

**Recommended Actions:**

Authorize the Purchasing Agent to execute a Blanket Purchase Order with Art's Towing, Santa Rosa, CA for towing services for county owned vehicles effective June 1, 2013, through May 31, 2014, with the option to extend for two (2) additional one (1) year periods, providing that extensions are agreeable to both parties. The estimated cost of the Blanket Purchase Order is expected to be approximately \$46,327.00 per year.

**Executive Summary:**

The proposed Blanket Purchase Order will provide towing services for several county operations and entities, as needed. Currently, the County has a BPO with Art's Towing. The BPO will facilitate ease of payments by the departments using the towing and road assistance services.

Background

County operational vehicles consist of cars, vans, light-duty trucks, heavy-duty trucks, and off-road equipment, transit and para-transit buses. Fleet Operations maintains and services approximately 1450 vehicles which travel 7.5 million miles per year. Sonoma County Transit fleet contains 78 vehicles, mostly bus vehicles, which travel approximately 2.5 million miles per year. Large vehicles, such as transit buses, must be transported utilizing specialized heavy flat bed equipment as they are not designed to be towed. Any perspective vendor must have the equipment necessary to service all the vehicles types to be supported by this contract. Towing is required:

- When a vehicle breaks down
- From an accident scene to County Fleet Operations
- For transportation of vehicles and equipment between the County and collision repair facilities (The County does not perform collision repair work)
- To outside vendors that perform specialized repairs
- To outside vendors that have specialized tools and equipment to perform repairs where the cost of the County purchasing the tools and equipment is not cost effective because the need is so infrequent to not justify the investment
- To outside vendors to compensate for temporary staffing challenges due to injuries or

unanticipated leaves of absence

- For the cleaning of vehicle interiors by outside vendors that specialize in bio waste cleaning

Due to the large geographical size of the County, the towing contractor must transport and service vehicles and equipment from as far west as Bodega Bay, Cloverdale to the north, Sonoma Valley to the east and Petaluma to the south.

In addition, the County's towing contractor also provides the following services to the County:

- Accident recovery work at the scene of the accident
- Jump starting a vehicle
- Changing a flat tire (with the exception of the large buses)
- Removal of vehicles and equipment from locations where they get stuck
- Use of a tow truck for stabilizing a load of supplies on a trailer that is on the verge of tilting
- Advance tow and storage charges at other tow facilities that have to be paid to release a vehicle
- Fuel delivery for vehicles that have run out of gas

#### Procurement, Bids and Costs

The Purchasing Division solicited bids from eleven vendors for the towing and related services. The County received only one bid, from Art's towing, Santa Rosa, CA (the incumbent) which was reviewed by Purchasing and user department staff for quality of service and price. In comparing the proposed contract rates with the prior three year rates, minimal changes are proposed. Rates are shown to increase in line with Consumer Price Index (CPI) increases over the past three years and reflect costs associated with the acquisition of new equipment and increases in State licensing fees.

Since 2007, the County has spent \$46,327.00 on average per year. This fiscal year, the County has spent \$39,443.00 to date. The expenditures related to Sonoma County Transit for the transport of large heavy-duty buses have averaged \$12,000 to \$14,000 per year. Fleet Operations annual expenditures have averaged \$25,000 to \$27,000 per year. The remaining balance of annual expenditures is split between several departments, to predominantly include Transportation and Public Works, Regional Parks, and the Sonoma County Water Agency.

Comparing total expenditures with other public entities to gauge the competitiveness of towing services is challenging due to the differences in the number of service calls, size and make up of operating area, distance of tows between facilities, age of fleets, fleet utilization and make up, traffic patterns, diversity in vehicle types and in the percentage of emergency response vehicles in the fleets. However unit rates do provide a platform for comparison relative to competitiveness.

Rates are based on the type of tow vehicle required and the distance traveled. Over the last three years, the cost of servicing a heavy-duty truck has averaged f \$207.30 per vehicle and the cost of servicing lighter equipment (particularly patrol vehicles) has averaged \$69.31 per vehicle. Staff reviewed the proposed new rates and deems them to be in line with market rates and rates charged to other public entities. In relation to service quality and reliability, Art's Towing of Santa Rosa has demonstrated a solid record of good and reliable service since 2004.

Fleet services has projected that the cost of towing and related service costs for the County fleet will

average one-half cent (\$.005) per mile under the proposed contract. Though towing costs are a part of the business of maintaining a fleet of vehicles and equipment, reducing this cost is also an intrinsic goal of fleet operations. Sufficient appropriations for this blanket purchase order are in the various departments' budgets. Actual charges are subject to each department's respective use of the service.

**Prior Board Actions:**

January 27, 2004 - Towing Services for County-owned Vehicles  
 February 27, 2007 – Towing Services

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

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 46,327.00	County General Fund	\$ 46,327.00
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 46,327.00</b>	<b>Total Sources</b>	<b>\$ 46,327.00</b>

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

**Staffing Impacts**

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

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

**Attachments:**

None

<b>Related Items "On File" with the Clerk of the Board:</b>
---

None
------





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 18**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services / Transportation & Public Works

**Staff Name and Phone Number:**

José Obregón, 707-565-2977  
Susan Klassen, 707-565-2231

**Supervisorial District(s):**

5<sup>th</sup>

**Title:** New License Agreements for use of the Guerneville Pedestrian Bridge & Plaza

### **Recommended Actions:**

Authorizing the General Services Director, or his Deputy, to: 1) execute a license agreement with the Russian River Chamber of Commerce & Visitors Center, for a one-year term, with options to extend, for use of the Guerneville Pedestrian Bridge & Plaza for its Chamber-sponsored special events, 2) execute a license agreement with the Russian River Rotary Foundation, during the months of June through September, 2013, for use of the Guerneville Pedestrian Bridge & Plaza for its 'Rockin' the River' community concert events; and 3) make findings as required by Section 26227 of the Government Code that the proposed license agreement is necessary to meet the social needs of the population of the County, and that the County does not need the Guerneville Pedestrian Bridge & Plaza during the term of the license agreement.

### **Executive Summary:**

**History.** The County is the owner of certain real property in the town of Guerneville, which was formerly owned by California Department of Transportation ("Caltrans") and used as a right-of-way for State Highway 116. In 1999, Caltrans relinquished this former right-of-way to the County. The property is no longer used for vehicle traffic, and is now open to public pedestrian use and is commonly known as the Guerneville Pedestrian Bridge & Plaza (collectively, the "Plaza").

Recognizing the public's interest in utilizing the Bridge and Plaza property, on May 8, 2001, the Board directed the Transportation & Public Works Department ("TPW") to work with the Russian River Parks & Recreation District ("District") to explore the possibility of transferring the oversight and operation of the Plaza to the District on a long-term, permanent basis. Discussions were undertaken but the District indicated it did not have the funding sources or resources necessary to undertake the operation and maintenance of the Plaza. To date, this position has not changed as no potential funding sources have been developed.

**Russian River Chamber of Commerce & Visitors Center License Agreement.** Subsequently, on May 8, 2001, the Board authorized the County to enter into a short-term, one-year license agreement (“Original License”) with the Russian River Chamber of Commerce & Visitors Center (“Chamber”) to use the Plaza for its special events, pending the development of a long-term solution for the operation and management of the Plaza. The Chamber hosts several special events for the local community and visitors of Sonoma County throughout the year. The Original License term was subsequently extended in 2002 (2 years), 2004 (1 year), 2005 (5 years), and 2011 (2 years). The Original License term expired on June 3, 2013, and the Chamber has expressed its interest in the continuance of the use of the Plaza for its special events for the immediate future. Through this license agreement, the Chamber has served as a one point of contact and coordination for events that occur on the Plaza which has facilitated the community’s interests to promote the safe and secure use of the Plaza.

**Russian River Rotary Foundation License Agreement.** Similar to the Chamber the Russian River Rotary Foundation (“Rotary”) also has an interest in promoting greater organized use of the Plaza and proposes to host a summer concert series, “Rockin’ the River”. The concert series will promote local music artists and businesses in the Guerneville area. In 2012, the Rotary co-sponsored a similar summer concert series with the Chamber and the use of the Plaza for these events in 2012 was approved under the license previously executed with the Chamber. For 2013, the Rotary has requested a license agreement for use of the Plaza directly with the County. The Rotary has already received approval from the County Permit & Resource Management Department to block off the adjacent Front Street to use as a set-up area for the concert stage. The Rotary seeks County’s approval to use the Plaza as an area for visitor/guest seating to view the concerts. The proposed concert schedule offers concerts every other Thursday on the Plaza, beginning June 13, 2013, and ending September 19, 2013. Staff has prepared the attached license agreement for the Rotary, which contains the same requirements as the proposed Chamber license, such as insurance, indemnification, rules and regulations.

**General License Agreement.**

Any events sponsored by the Chamber or the Rotary must be approved by the County. Any vendors providing services under the proposed license agreements with the Chamber and the Rotary must provide insurance and indemnify the County, and vendors are subject to the rules and regulations of each respective license.

**Public interest.** Section 26227 of the Government Code allows the County to enter into the license agreements with the Chamber and the Rotary, provided the Board makes the finding that the Agreements are necessary to meet the social needs of the population of the County, and that the County does not need the Plaza during the term of the license. Staff suggests that the provision of the Licenses is necessary to meet and promote the social needs of the County. The Chamber and the Rotary will sponsor community events that are open to the general public and which promote local artists, agriculture and businesses in the local Guerneville and West County area. The Rotary is providing a summer concert series with local musicians and artists, and the music events will promote business activity in the local Guerneville area. The County does not need the Plaza during the days specified for the Chamber and Rotary events, and there is no other proposed use for the Plaza by the County during the term of the licenses. In addition, the Chamber’s and Rotary’s use of the Guerneville Pedestrian Bridge & Plaza will not impact vehicular traffic as the bridge and plaza are closed to vehicular traffic.

**Proposed license agreement.** Staff has negotiated the terms of the proposed agreement with Chamber and the Rotary, the terms of which are as follows:

**Russian River Chamber of Commerce & Visitors Center license agreement:**

- Use: Limited to Chamber sponsored special events, subject to approval by County, which are open to the general public.
- Term: One (1) year, with two, 1-year options to extend the term.
- Termination: Either party may terminate the proposed license, with 60 days’ prior written notice to the non-terminating party.
- Consideration: The Chamber will not be charged a fee for the use of the Plaza because the Chamber’s use will meet the social needs of the County and there is no other proposed use for the Plaza by the County during the term of the license. See “Public Interest” above.

**Russian River Rotary Foundation license agreement:**

- Use: Limited to the Rotary-sponsored summer concert series, “Rockin’ the River”, which is open to the general public.
- Term: Every other Thursday, beginning June 13, 2013 and ending September 19, 2013.
- Termination: The County may terminate the proposed license, with 48 hours’ prior written notice to the Rotary.
- Consideration: The Rotary will not be charged a fee for the use of the Plaza because the Rotary’s use will meet the social needs of the County and there is no other proposed use for the Plaza by the County during the term of the license. See “Public Interest” above.

Staff recommends that the Board authorize the General Services Director, or his Deputy, to execute the license agreements with the Russian River Chamber of Commerce & Visitors Center, and the Russian River Rotary Foundation.

**Prior Board Actions:**

05/01/13	Posted notice of intent to extend the term of the license agreement through June 3, 2013, for the Russian River Chamber of Commerce & Visitors Center
05/10/04	Posted notice of intent to license County real property consisting of the pedestrian bridge over the Russian River and the area commonly known as the Plaza, located in Guerneville
10/01/02	Authorized General Services Director to execute first amendment to license agreement

05/08/01 Board finding of County project and CEQA exemption; authorized General Services Director to execute license agreement; directed Transportation & Public Works Director to work with Russian River Parks & Recreation District for possible transfer of operation/responsibility of the property to the District on a long-term or permanent basis

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

Provision of the proposed license agreements will allow the Russian River Chamber of Commerce & Visitors Center and the Russian River Rotary Foundation to host special events for the benefit of the local community and visitors to 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	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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

None.

**Staffing Impacts**

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

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

None.

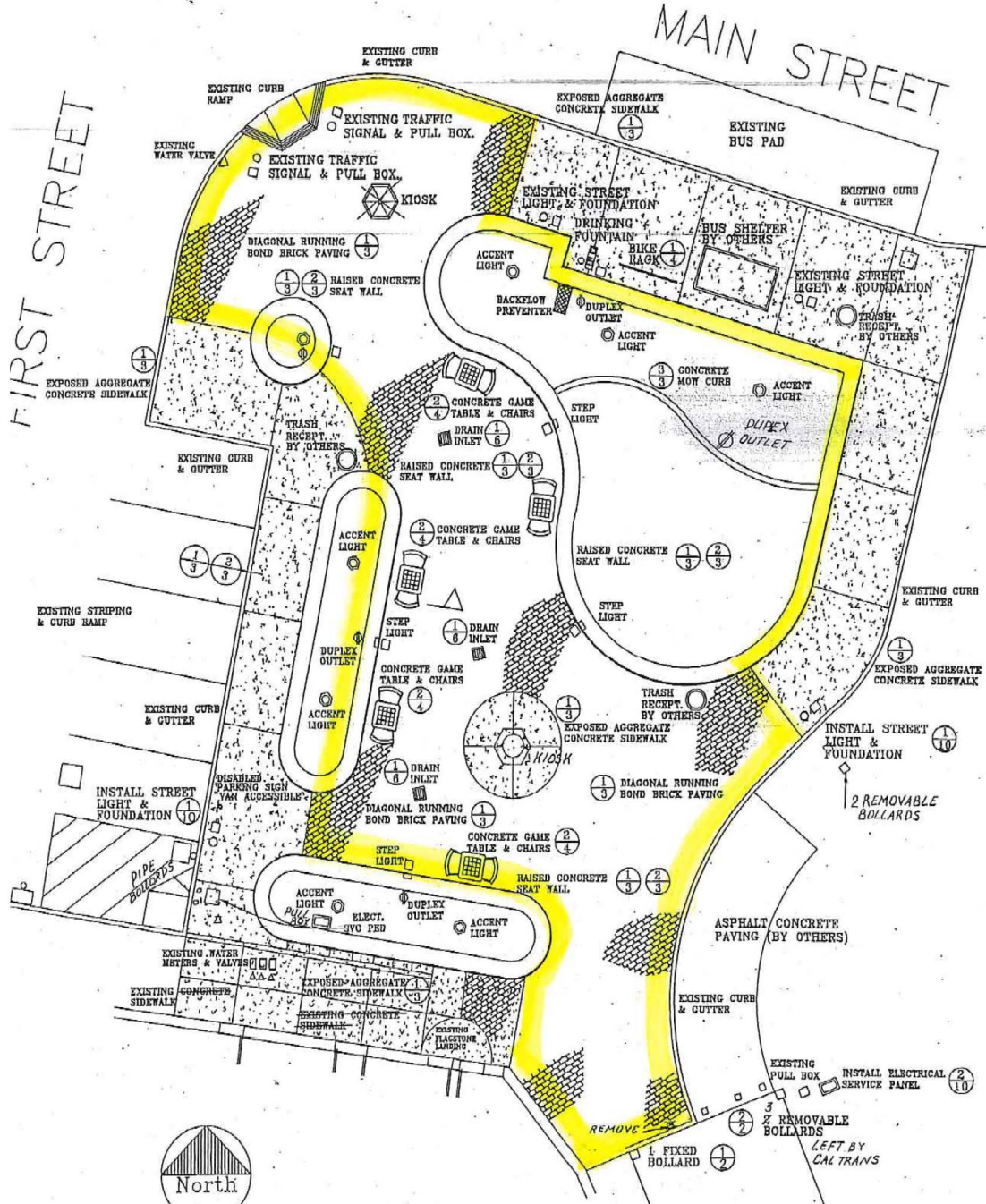
**Attachments:**

Map

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

Copy of proposed license agreements

# Guerneville Plaza



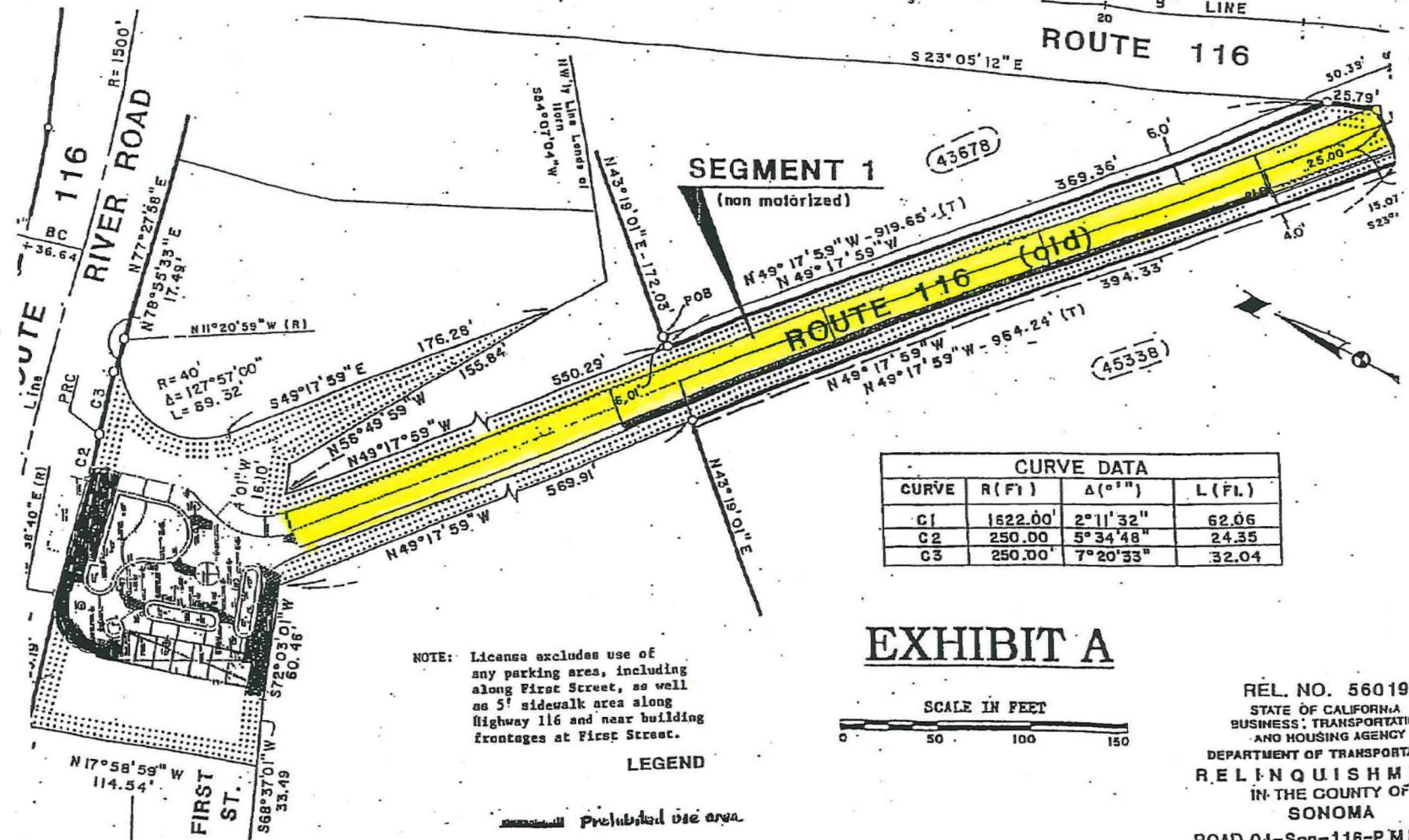
SCALE : 1/8" = 1'-0"



*R. Dore*  
 REGISTERED CIVIL ENGINEER  
 8/24/98  
 PLAN APPROVAL DATE

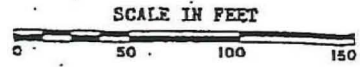
# SONOMA COUNTY

DIMENSIONS, BEARINGS AND DISTANCES  
 SHOWN ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 UNLESS  
 INDICATED OTHERWISE BY A NOTE TO THE CONTRARY.



CURVE DATA			
CURVE	R (Ft)	Δ (°'")	L (Ft)
C1	1622.00'	2°11'32"	62.06
C2	250.00'	5°34'48"	24.35
C3	250.00'	7°20'33"	32.04

## EXHIBIT A



REL. NO. 56019  
 STATE OF CALIFORNIA  
 BUSINESS, TRANSPORTATION  
 AND HOUSING AGENCY  
 DEPARTMENT OF TRANSPORTATION  
**RELINQUISHMENT**  
 IN THE COUNTY OF  
 SONOMA  
 ROAD 04-Son-116-P.M.F

Guerneville Bridge

382	DR. BY: J. N. CK. BY: L.K.	DATE: 11-88	REL. NO. 56019	CONTRACT NO. 289714	260712 R/W PE R.O.	MAP REFERENCE S.C. APPRAISAL RECORD VOUCHER S-1 A-288 R-81A	SHE
-----	-------------------------------	-------------	----------------	---------------------	-----------------------	---	-----



## 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 Supervisor of Sonoma County

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-4700; Alfredo Perez, 565-6627

**Supervisorial District(s):**

Countywide

**Title:** First 5 Contract Amendments for Strategic Initiatives

### Recommended Actions:

Authorize the Director of Health Services to execute the fourth amendment to an agreement with Sonoma County Office of Education for the Gateway to Quality program, increasing the contract by \$140,000 resulting in a new total not to exceed amount of \$313,030, and extending the term from June 30, 2013 to June 30, 2015.

Authorize the Director of Health Services to execute the first amendment to an agreement with Early Learning Institute for the Watch Me Grow program, increasing the contract by \$320,000 resulting in a new total not to exceed amount of \$635,494, and extending the term from May 1, 2013 to June 30, 2015.

Authorize the Director of Health Services to execute the second amendment to an agreement with Community Action Partnership for the Pasitos program, increasing the contract by \$325,000 resulting in a new total not to exceed amount of \$695,000, and extending the term from June 30, 2013 to June 30, 2015.

Authorize the Director of Health Services to execute the second amendment to an agreement with Community Action Partnership for the WIC Dental Days program, increasing the contract by \$120,000 resulting in a new total not to exceed amount of \$298,629, and extending the term from June 30, 2013 to June 30, 2015.

Authorize the Director of Health Services to execute the second amendment to an agreement with Community Child Care Council for the Value in Preschool scholarship program, increasing the contract by \$266,000 resulting in a new total not to exceed amount of \$1,321,540 through June 30, 2015.

Authorize the Director of Health Services to execute the third amendment to an agreement with Triple P America for the Positive Parenting Program, increasing the contract by \$51,707 resulting in a new total not to exceed amount of \$1,841,924 through June 30, 2015.

Authorize the Director of Health Services to execute the first amendment to an agreement with VIVA Strategy and Communication for the Triple P social marketing campaign, increasing the contract by \$100,000 resulting in a new total not to exceed amount of \$605,000 through June 30, 2015.

**Executive Summary:**

This item requests approval to execute amendments to agreements with Sonoma County Office of Education, Early Learning Institute, Community Action Partnership, Community Child Care Council, Triple P America, and VIVA Strategy and Communication with a total contractual increase of \$1,322,707.

The First 5 Sonoma County Commission is an agency of the County with independent authority over its strategic plan and local special revenue fund. As required by ordinance, the Commission follows established County administrative procedures for processing its contracts through its administrative agent, the Department of Health Services (DHS). The action requested in this agenda item is consistent with the goals and priority outcomes approved in the First 5 Sonoma County Strategic Plan 2011-2020.

In its strategic planning process, the First 5 Sonoma County Commission (Commission) selected specific strategies/programs to fund, and developed an allocation plan to reflect their funding commitments to those strategies during fiscal years 2010-11 through 2014-15. The Commission selected programs and strategies that have been proven to be effective in achieving the goals and priority outcomes that are the focus of First 5 Sonoma County's strategic plan. In order to assure the benefits of those programs for Sonoma County's young children and families, the selected programs must be effectively implemented and sustained over time.

On April 23, 2012, in response to increased needs of children 0-5 and families and potential threats related to the state budget, the Commission approved an augmentation plan for the programs in its strategic plan including Gateway to Quality, Watch Me Grow, Pasitos, WIC Dental Days, Value in Preschool scholarships, Triple P parenting education, and the Triple P social marketing campaign. With contract funding for these programs in place and other priorities for staff resources, augmentation of these agreements is only now becoming a priority with some contracts ending June 30, 2013. These contract amendments are necessary to more accurately reflect the intention of the Commission to sustain these programs and strategies over the years specified in its current strategic plan. The relevant priority outcomes of the strategic plan are as follows.

**Gateway to Quality**

The Gateway to Quality program was established by the Commission in order to make sure that mini-grant recipients that were returning for a new request were able to demonstrate an improvement in the quality of their early care and education environments. Mini-grants can be used to purchase equipment to enrich preschool or family care environments and that enhances the opportunities for children to learn. It uses the nationally recognized Harms-Clifford Environment Rating Scales (ERS) to define and measure quality improvements to their preschool or family care environments. Over the last year, 46 child care providers were able to show an average of 59 percent improvement in their ERS ratings after receiving mini-grants to the benefit of 1062 children using those facilities. Identified through a Purchasing-approved competitive process as being uniquely qualified, the Sonoma County Child Care Planning Council, working through the Sonoma County Office of Education, trains and coordinates the work of Quality Improvement Validators (QIVs) who assure that targeted quality improvements are made by Gateway to Quality mini-grant recipients. This amendment increases the contract by \$140,000 for a new total of \$313,030 and changes the term end date from June 30, 2013 to June 30, 2015.

**Watch Me Grow**The Watch Me Grow program has grown due to the narrowing of eligibility requirements for developmental early intervention in 2009. Since that time it has become much more difficult for children 24-36 months old to qualify for developmental services, as they now must be significantly delayed versus the previous standard of moderately delayed. To respond to the continuing needs of these children for services, First 5 Sonoma County funded Early Learning Institute's Watch Me



Grow Program to support the development of children with mild-delays, significant risk-factors and/or social/emotional concerns who are not eligible for other mandated services. Since July 2011, Watch Me Grow has served over 350 children ages 0-5 in their Home Visiting and Wee Play & Say language programs. These early intervention services reduce the number of children needing additional interventions upon entering school and represent a significant return on investment. Through a Purchasing-approved competitive process Early Learning Institute was selected as program administrator. This amendment increases the contract by \$320,000 for a new total of \$635,494 and changes the term end date from May 1, 2013 to June 30, 2015.

**Pasitos** Pasitos is a program that emerged from the School Readiness Initiative, jointly sponsored by First 5 Sonoma County and First 5 California. It capitalizes on the strong connection between children's play and learning and social development that prepares them to succeed in school. Pasitos playgroups for Spanish-speaking parents and their three and four-year olds prepare children for school success while providing parents with a support network and skills to advocate for their children. In 2012-13, First 5 funded Pasitos Playgroups are serving 195 children with another 60 children attending playgroups using funds leveraged from United Way. Since 2007, 1,090 children and their parents have benefited from the program, with 99 percent of parents reporting they increased their knowledge of age-appropriate child development through participation in Pasitos. Children entering school ready to learn has been shown to yield a large return on investment. For every dollar spent on school readiness there is a potential savings of seven dollars by not providing special education and remedial services and in the economic benefits of increasing graduation rates. Pasitos is administered by Community Action Partnership, the agency chosen through a Purchasing-approved competitive process to administer the First 5 School Readiness Initiative. This amendment increases the contract by \$325,000 for a new total of \$695,000 and changes the term end date from June 30, 2013 to June 30, 2015.

#### **WIC Dental Days**

WIC Dental Days was developed in response to the loss of Sonoma County's Dental Maintenance Organization (DMO) waiver in July 2010. The long standing problem of young children not having access to dental care was exacerbated. To respond to the growing need of young children for dental care First 5 funded the Dental Days program at the Women, Infants, and Children (WIC) Supplemental Nutrition program sites. Over half of children under six in Sonoma County are eligible for WIC; therefore, it is a highly effective way to reach a large number of children with dental screenings, fluoride varnishes and oral health education. Since the inception of the program, WIC Dental Days has provided 6,410 preventative dental visits to WIC participants, ages 0-5, with 1,345 of those visits during this fiscal year. Over the course of the grant, WIC Dental Days has counseled 4,642 unduplicated parents on effective preventative behaviors for children. It is anticipated that this upstream investment in prevention will avert the need for more intensive and expensive dental services. Community Action Partnership of Sonoma County was selected through an RFP process in July 2009 to be the program administrator. This amendment increases the contract by \$120,000 for a new total of \$298,629 and changes the term end date from June 30, 2013 to June 30, 2015.

**VIP Program** The VIP program was developed to deal with the loss of child care providers serving low-income families in Sonoma County. To respond to this continuing need, the Commission expanded the preschool scholarship program created through its Strategic Plan. To facilitate earlier availability of quality care, the expanded program will allow providers to demonstrate a level of quality below accreditation but sufficient to demonstrate high quality that will enable them to enter the preschool scholarship program provided they agree to work toward achieving accreditation as part of a coached

cohort. Since program inception in February 2012, nine high quality child care providers have enrolled in VIP and are working toward accreditation. There are 25 children who have VIP preschool scholarships who otherwise would have no other access to high quality preschool. The larger impact is on the hundreds of children who are also benefitting from the quality improvement efforts in the programs where they are enrolled. Community Child Care Council was selected through an RFA process in December 2011 as the program administrator for the VIP program. This amendment increases the contract by \$266,000 for a new total of \$1,321,540. The term end date remains June 30, 2015.

**Triple P – Positive Parenting Program**

Triple P - Positive Parenting Program prevents behavioral, emotional, and developmental problems in children by enhancing the knowledge, skills, and confidence of parents. Since First 5 began training local providers in Triple P in April 2010, more than 500 local providers have been trained to help parents learn more positive, effective parenting skills. The augmentation allows for Countywide expansion of training services with the intent of reducing incidents of child abuse and child removal in Sonoma County. An example of Triple P’s Countywide reach, the Sonoma County Office of Education contracted with First 5 Sonoma County to deliver Triple P training to school counselors and principals. This contract amendment adds this training and expense to the Triple P America scope of work and budget. First 5’s partnership with Sonoma County Office of Education resulted in 19 elementary school psychologists, counselors, and resource specialists being trained to provide Triple P services to an estimated 450 families per year. Triple P was selected through a collaborative process with Behavioral Health, Child Welfare Services, and community partners as the most effective parenting education strategy to deliver to parents struggling to cope with their children’s behavior. The Purchasing Agent reviewed the Commission selection criteria and through their own analysis agreed that Triple P America was the sole provider of Triple P training and materials in the United States. This amendment increases the contract by \$51,707 for a new total of \$1,841,924. The term end date remains June 30, 2015.

**VIVA Strategies + Communications**

In 2012-13, VIVA Strategies + Communications supported First 5’s Countywide implementation of Triple P by adding its social marketing expertise to the Stay Positive pilot campaign, which reduces stigma for parents seeking parenting help through Triple P—Positive Parenting Program services. In addition, VIVA Strategies + Communications helped launch the Read Talk Play campaign, which reaches out to parents of children 0 to 2 to emphasize the importance of early development. Materials promote parent-child activities like reading, talking, and playing as these activities stimulate early brain development and build positive relationships between caregiver and child. Social media activities included launching a Read Talk Play website and Facebook page. In 2012-2013, the Read Talk Play campaign was presented to parents at the main WIC office in Santa Rosa with 230 families participating. The Stay Positive Media Campaign was awarded to Viva Strategy + Communication through an RFP process. This amendment increases the contract by \$100,000 for a new total of \$605,000. The term end date remains June 30, 2015.

All programs above have been have been listed on the Sonoma County Upstream portfolio.

**Prior Board Actions:**

7/08/08 - Authorized contract with Sonoma County Office of Education to provide the Gateway to Quality Program, 2/24/09 and 5/24/11 - Authorized contract amendments to Gateway To Quality and extension of term to June 30, 2015; 6/22/10 - Authorized contract with Early Learning Institute to provide Watch Me Grow; 6/7/11 - Authorized contract with Community Action Partnership for Pasitos;

10/20/09 - Authorized a contract with Community Action Partnership for WIC Dental Days; 2/21/12 - Authorized a contract with Community Child Care Council for the VIP program; 11/17/09 - Authorized contract with Triple P America to implement Triple P - Positive Parenting Program; 2/21/12 - Authorized a contract with VIVA Strategy and Communications for a social marketing campaign.

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

All First 5 Sonoma County Commission programs fit under the County of Sonoma’s Goal Area 1 by supporting a safe, healthy and caring community.

Additionally these initiatives fit under the First 5 Sonoma County Strategic Plan for 2011-2020:

- Gateway to Quality: Strategic Plan Goal 5: *Engage the Entire Community to Support Achievement of First 5 Sonoma County Goals*, Priority Outcome 5C: *Engage the community to implement projects that support First 5 Sonoma County goals by providing mini-and matching grants.*
- *Watch Me Grow*: A priority outcome of First 5’s strategic plan is to *provide for the early detection of, and intervention for developmental concerns of children.*
- *WIC Dental Days*: A priority outcome of First 5’s strategic plan is to *increase the availability of high quality, accessible health care for children.*
- *VIP scholarships*: A priority outcome of First 5’s strategic plan is to *increase the availability of high quality early care and education.*
- *Triple P and Pasitos* - Strategic Plan Goal 2: *Ensure Families are Supported and Nurturing*, Priority Outcome 2A: *Increase supports for parents to strengthen their parenting capacity.*
- *VIVA Strategic Plan* – Priority Outcome 5B: *Increase behaviors that support optimal child development through social marketing.*

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 84,301	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 84,301
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 84,301</b>	<b>Total Sources</b>	<b>\$ 84,301</b>

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

The FY 12-13 budget includes \$40,000 for the Gateway to Quality program, \$39,301 for the Triple P program, and \$5,000 for the Pasitos program for a total of \$84,301. The proposed FY 13-14 budget includes \$575,406 for these seven contracts. An additional \$50,000 for FY 13-14 will be included in supplemental budget recommendations. The balance of \$613,000 will be included in the FY 14-15 budget.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Amendments to agreements with Sonoma County Office of Education, Early Learning Institute, Community Action Partnership (Pasitos program), Community Action Partnership (WIC Dental Days program), Community Child Care Council, Triple P America, and VIVA Strategy and Communication.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

**MODIFICATION NUMBER FOUR OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND  
SONOMA COUNTY OFFICE OF EDUCATION**

On July 18, 2008, the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") on behalf of the First 5 Sonoma County Commission (hereinafter "Commission") and Sonoma County Office of Education, a local educational agency, (hereinafter "Contractor") entered into a service agreement.

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

1. Delete "Exhibit A3 – Scope of Work" in its entirety and replace with "Exhibit A4 – Scope of Work".
2. Delete Exhibit B2 in its entirety and replace with Exhibit B3.
3. Provision 1.1, "Contractor's Specified Services," is hereby modified to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A.4 – Scope of Work" attached hereto and incorporated herein by this reference (hereinafter "Exhibit A.4"), and within the times or by the dates provided for in Exhibit A.4 and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A.4, the provisions in the body of this Agreement shall control.

4. Provision 2, "Payment," is hereby modified to read as follows:

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

Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B.3, provided, however, that payments to Contractor shall not exceed three hundred thirteen thousand thirty dollars (\$313,030), without the prior written approval of County. Any balance remaining at the end of FY 08-09, FY 09-10, FY 10-11, FY 11-12, FY 12-13, and FY 13-14 shall automatically be carried forward to the subsequent fiscal year. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

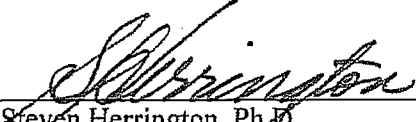
5. Provision 3, "Term of Agreement," is hereby modified to read as follows:

3. Term of Agreement. The term of this Agreement shall be from July 1, 2008 to June 30, 2015 unless terminated earlier in accordance with Provision 4, Termination.

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:**

  
\_\_\_\_\_  
Steven Herrington, Ph.D.  
Sonoma County Superintendent of Schools  
Sonoma County Office of Education

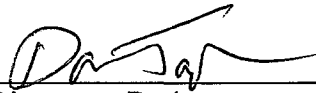
Date April 11, 2013

**COUNTY OF SONOMA:**

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services


Date \_\_\_\_\_

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

  
\_\_\_\_\_  
Division Director or Designee

Date 4/18/13

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

Date 4/30/13

## SCOPE OF WORK

Covering period from July 1, 2008 to June 30, 2015

**Organization:** Sonoma County Office of Education/Child Care Planning Council of Sonoma County  
**Project Title:** Gateway to Quality – Environment Rating Scale and CLASS Assessments

**Project Summary:** CCPC will administer the external Environment Rating Scales validation component of the Gateway to Quality Mini-grant Program, including contracting with and issuing payments to Independent Consultants to perform the validations, coordinating assignments of Independent Consultant with Mini-grant applicants, facilitating Independent Consultants’ Inter-rater Reliability, and processing/return of Mini-grant Application documents back to First 5. CCPC will provide CLASS assessments to returning mini-grant applicants with continued low scores in the ERS Interaction subscale. CCPC will also maintain a cadre of trained reliable ERS and CLASS Assessors and provide reliable objective ERS and CLASS Assessments to First 5 funded programs. CCPC will provide ERS and CLASS training and support services to increase Sonoma County ECE workforce expertise with the assessment tools.

**\* NOTE: REPORTING AND EVALUATION REQUIREMENTS FOLLOW STRATEGIES/ACTIVITIES TABLE**

Project Strategies / Activities	Timeline	Responsible	Measurable Process Outcomes [Products or Deliverables]	Measurable Program Outcomes
1. Develop, revise and improve program processes and documents, including data collection tools.	Ongoing, as needed	CCPC Coordinator and G2Q Program Specialist	Program processes and documents developed and revised.	
2. Develop program processes for CLASS assessments.	By July 2013.	CCPC Coordinator and G2Q Program Specialist		

Project Strategies / Activities	Timeline	Responsible	Measurable Process Outcomes [Products or Deliverables]	Measurable Program Outcomes
<p>3. Subcontracts</p> <p>a. Contract with Independent Consultants to validate quality improvement plans with ERS and to provide CLASS assessments.</p> <p>b. Monitor, renew and terminate contracts with Independent Consultants as needed.</p>	<p>Contract by July 2008; monitor on an ongoing basis; renew annually by July; terminate as needed</p>	<p>CCPC Coordinator</p>	<p>Contracts in place with 6-10 independent consultants to provide ERS quality improvement validations and CLASS assessments.</p> <p>Contracts in place with 2 independent consultant(s) to provide Inter-rater Reliability Validation.</p>	
<p>4. Validate Quality Improvement Plans for mini-grants.</p> <p>a. Receive application documents requiring validation from First 5;</p> <p>b. Assign QIVs and provide materials;</p> <p>c. Receive completed documents from QIVs;</p> <p>d. Contact applicants regarding status and required follow-up;</p> <p>e. Notify First 5 of validation approval/denial of mini-grant applications;</p> <p>f. Issue payments to QIVs.</p>	<p>Beginning September 2008, through March 2015</p>	<p>G2Q Program Specialist</p>	<p>FY 08-09 (Year 1): 25 mini-grant applicants receive external ERS validations and approval/modification/denial of applications;</p> <p>FY 09-10 (Year 2): 30</p> <p>FY 10-11 (Year 3): 40</p> <p>FY 11-12 (Year 4): 15</p> <p>FY 12-13 (Year 5): 15</p> <p>FY 13-14 (Year 6): 15</p> <p>FY 14-15 (Year 7): 15</p> <p>100% of G2Q participants know objective ERS scores for their child care environment.</p> <p>90% of G2Q participants receive information about how to improve their child care environments as measured by ERS.</p>	<p>75% of Gateway to Quality Mini-grant recipients in each program year will improve the quality of their child care programs as measured by an increase in scoring of at least one point on an item in a subscale on the ERS.</p> <p>75% of G2Q participants will understand how to improve their child care environments as measured by ERS.</p>



Project Strategies / Activities	Timeline	Responsible	Measurable Process Outcomes [Products or Deliverables]	Measurable Program Outcomes
<p>5. Maintain Inter-rater Reliability</p> <p>a. Monitor and maintain QIV scoring reliability through the use of Inter-rater Reliability co-assessments.</p> <p>b. Facilitate quarterly meetings of QIVs to exchange information, identify and resolve issues.</p> <p>c. Provide ongoing training to Consultants to develop and maintain ERS and CLASS Reliability.</p>	<p>By July 2008, and quarterly.</p>	<p>G2Q Program Specialist</p>	<p>QIV meetings held quarterly. 85% of validators attend.</p> <p>100% of active validators are assessed for inter-rater reliability at least once per year.</p>	<p>QIV scoring reliability maintained at 85% or greater.</p>
<p>6. Provide CLASS assessments for returning mini-grant applicants with continued score of less than 3 in the ERS Interaction subscale</p> <p>a. Assign QIVs and provide CLASS program documents and forms to them.</p> <p>b. Receive completed CLASS documents from QIVs and submit to First 5.</p> <p>c. Issue payments to Assessors.</p>	<p>Beginning July 1, 2013 through June 30, 2015</p>	<p>G2Q Program Specialist</p>	<p>FY 13-14 (Year 6): 1-4 mini-grant providers will receive CLASS assessments.</p> <p>FY 14-15 (Year 7): 1-4 mini-grant providers will receive CLASS assessments.</p> <p>100% of assessed providers will know objective CLASS scores for their child care relationships.</p>	<p>75% of mini-grant providers assessed will understand how to improve their child care relationships as measured by CLASS.</p>

Project Strategies / Activities	Timeline	Responsible	Measurable Process Outcomes [Products or Deliverables]	Measurable Program Outcomes
<p>7. Provide ERS and CLASS assessments for First 5 funded programs (e.g. VIP, CSP, BCP, etc.)</p> <p>a. Receive requests from programs.</p> <p>b. Assign QIVs and provide ERS and/or CLASS program materials to them.</p> <p>c. Return completed ERS and/or CLASS assessments to First 5 or First 5 funded program.</p> <p>d. Issue payments to QIVs.</p>	<p>Beginning July 1, 2013 through June 30, 2015</p>	<p>G2Q Program Specialist</p>	<p>FY 12-14 (Year 6): 12-20 First 5 funded program providers will receive ERS and/or CLASS assessments.</p> <p>FY 14-15 (Year 7): 12-20 First 5 funded program providers will receive ERS and/or CLASS assessments.</p> <p>First 5 funded programs requesting ERS and/or CLASS assessments will have accurate objective scoring results for 100% of requested assessments.</p>	<p>First 5 funded programs will have 100% of ERS and/or CLASS assessment data needed for program implementation.</p>

<b>REPORTING AND EVALUATION</b>			
<b>Reporting/Evaluation Activities</b>	<b>Timeline</b>	<b>Responsible</b>	<b>Measurable Deliverables</b>
Develop an Evaluation Plan for project in consultation with First 5 Staff and evaluators	First month of contract	CCPC Coordinator	Approved evaluation plan in place.
Develop data collection tools in collaboration with First 5 Sonoma County and their evaluator. Collect and maintain detailed demographic data on population(s) served	By July, 2008 Ongoing	CCPC Coordinator and G2Q Program Specialist	Data collection tools in place. Duplicated and unduplicated counts of population(s) served include: <ul style="list-style-type: none"> <li>▪ #'s of children 0-5 served</li> <li>▪ gender, ethnicity, primary language, special need status of all service recipients</li> <li>▪ service provided, units of service, and length of service units</li> </ul>
Prepare and submit progress reports and reports to First 5 California in a format approved by First 5 staff	Quarterly	CCPC Coordinator	4 progress reports each year (10/31, 1/31, 4/30, and 7/31) A final project report with final invoice (7/31/15)

Sonoma County Office of Education – Child Care Planning Council  
Gateway to Quality Program Budget

Expenditure Category	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	TOTALS
	7/1/08-6/30/09	7/1/09-6/30/10	7/1/10-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	
<b>Personnel</b>								
CCPC Coordinator	\$ 643	\$ 737	\$ 3,103	\$ 6,018	\$ 6,018	\$ 6,018	\$ 6,018	\$ 28,555
Gateway to Quality Program Specialist	\$ 1,091	\$ 1,235	\$ 2,548	\$ 4,940	\$ 10,091	\$ 11,000	\$ 11,500	\$ 42,405
Benefits	\$ 474	\$ 580	\$ 1,526	\$ 3,397	\$ 6,377	\$ 6,807	\$ 7,007	\$ 26,168
<b>Total Personnel</b>	<b>\$ 2,208</b>	<b>\$ 2,552</b>	<b>\$ 7,177</b>	<b>\$ 14,355</b>	<b>\$ 22,486</b>	<b>\$ 23,825</b>	<b>\$ 24,525</b>	<b>\$ 97,128</b>
<b>Operating Expenses</b>								
Phone, Office Supplies, Copies	\$ 87	\$ 85	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,172
Validation and Meeting Materials	\$ -	\$ 135	\$ 400	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,335
Training Materials	\$ 28	\$ 100	\$ 200	\$ 200	\$ 3,000	\$ 200	\$ 200	\$ 3,928
<b>Total Operating Expenses</b>	<b>\$ 115</b>	<b>\$ 320</b>	<b>\$ 800</b>	<b>\$ 600</b>	<b>\$ 3,400</b>	<b>\$ 600</b>	<b>\$ 600</b>	<b>\$ 6,435</b>
<b>Independent Consultants</b>								
QI Validators	\$ 8,419	\$ 8,200	\$ 26,896	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 67,515
QIV Meetings	\$ 4,750	\$ 2,650	\$ 5,200	\$ 4,400	\$ 4,500	\$ 4,400	\$ 4,400	\$ 30,300
QIV Reliability Debriefings	\$ -	\$ -	\$ -	\$ 1,200	\$ 1,500	\$ 1,500	\$ 1,500	\$ 5,700
Distance supplement for assessment further than 20 miles from assessor	\$ 375	\$ 900	\$ 870	\$ 750	\$ 750	\$ 750	\$ 750	\$ 5,145
Center IRV / ECERS Anchor	\$ 1,650	\$ 1,725	\$ 4,150	\$ 1,800	\$ 4,500	\$ 4,500	\$ 4,500	\$ 22,825
FCC IRV / FCCERS Anchor	\$ 600	\$ 1,775	\$ 2,829	\$ 1,800	\$ 3,000	\$ 2,598	\$ 1,898	\$ 14,500
Anchor Reliability Debriefings	\$ -	\$ -	\$ -	\$ 450	\$ 450	\$ 450	\$ 450	\$ 1,800
Facilitator IRV	\$ 263	\$ 3,636	\$ 5,322	\$ -	\$ -	\$ -	\$ -	\$ 9,221
Inter-County Reliability (QIV, Anchor and/or G2Q Administrator)	\$ -	\$ -	\$ -	\$ 1,000	\$ 3,000	\$ 2,000	\$ 2,000	\$ 8,000
Consultant Trainers	\$ 500	\$ 5,600	\$ 1,600	\$ 2,500	\$ 13,644	\$ -	\$ -	\$ 23,844
<b>Total Independent Consultants</b>	<b>\$ 16,557</b>	<b>\$ 24,486</b>	<b>\$ 46,867</b>	<b>\$ 19,900</b>	<b>\$ 37,344</b>	<b>\$ 22,198</b>	<b>\$ 21,498</b>	<b>\$ 188,850</b>
<b>Subtotal Budget</b>	<b>\$ 18,880</b>	<b>\$ 27,358</b>	<b>\$ 54,844</b>	<b>\$ 34,855</b>	<b>\$ 63,230</b>	<b>\$ 46,623</b>	<b>\$ 46,623</b>	<b>\$ 292,413</b>
Indirect to SCOE	\$ 1,464	\$ 1,874	\$ 3,494	\$ 2,440	\$ 4,591	\$ 3,377	\$ 3,377	\$ 20,617
<b>Total Budget</b>	<b>\$ 20,344</b>	<b>\$ 29,232</b>	<b>\$ 58,338</b>	<b>\$ 37,295</b>	<b>\$ 67,821</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 313,030</b>

**MODIFICATION NUMBER ONE OF SERVICE AGREEMENT  
BETWEEN  
COUNTY OF SONOMA AND EARLY LEARNING INSTITUTE**

On May 26, 2011 the County of Sonoma (“County”) and Early Learning Institute (“Contractor”), entered into a service agreement (“Agreement”) pursuant to which the Contractor agreed to provide certain services to the County on behalf of its First 5 Sonoma County Commission, to support the development of children with mild delays, significant risk factors and/or social/emotional concerns who are not eligible for other mandated services in accordance with the program goals and objectives outlined in the First 5 Sonoma County Commission Strategic Plan.

Effective \_\_\_\_\_, 2013, and pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement and its corresponding exhibits as follows:

1. Provision 1.1, “Contractor’s Specified Services,” is hereby modified to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A.1 – Scope of Work” attached hereto and incorporated herein by this reference (hereinafter "Exhibit A.1"), and within the times or by the dates provided for in Exhibit A.1 and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A.1, the provisions in the body of this Agreement shall control.

2. Provision 2, “Payment” is hereby modified to read as follows:

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B.1, provided, however, that total payments to Contractor shall not exceed six hundred thirty five thousand four hundred ninety four dollars (\$635,494) without the prior written approval of County. Any balance remaining at the end of FY 10-11, FY 11-12, FY 12-13 and FY 13-14 shall automatically be carried forward to the subsequent fiscal year. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of

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

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

3. Provision 3, "Term of Agreement" is hereby modified to read as follows:

3. Term of Agreement. The term of this Agreement shall be from May 1, 2011 to June 30, 2015 unless terminated earlier in accordance with Provisions of Article 4, "Termination."

4. Provision 12, "Method and Place of Giving Notice, Submitting Bills and Making Payments" is hereby modified 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: Alfredo Perez, Executive Director  
First 5 Sonoma County  
Department of Health Services  
490 Mendocino Avenue, Suite 202  
Santa Rosa, CA 95401  
(707) 5675-6680  
[alfredo.perez@sonoma-county.org](mailto:alfredo.perez@sonoma-county.org)


TO: CONTRACTOR: Michele Rogers, Executive Director  
Early Learning Institute  
311 Professional Center Drive  
Rohnert Park, CA 94928  
(707) 591-0170  
[micheler@earlylearninginstitute.com](mailto:micheler@earlylearninginstitute.com)

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

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

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

**CONTRACTOR:**

  
Michele Rogers, Executive Director  
Early Learning Institute

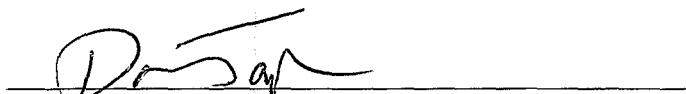
Date 5/8/13

**COUNTY OF SONOMA:**

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

Date \_\_\_\_\_

**Certificates of Insurance or Applicable Waiver on File with and Approved as to Substance:**

  
Division Director or Designee

Date 4/18/13

**Approved as to Form:**

  
County Counsel

Date 4/30/13

**Covering period from Effective Date to June 30, 2015**

**Organization:** Early Learning Institute

**Project Title:** Watch Me Grow Services

**Project Summary:** Short term services to support the development of children with delays that don't reach the threshold of mandated services; social-emotional delays; or significant risk factors and/or concerns that may result in delays, who are not eligible for other mandated services and/or as a bridge while waiting for these services.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Identify a validated pre/post parent survey to measure parent confidence in supporting their child's development and to measure their confidence in supporting language and literacy skills.	6/1/13-8/31/13	Lead WMG Specialists, Learning for Action (LFA), First 5 Staff	A validated pre/post parent survey tool is used to measure parent outcomes.	50% of parents served will show decrease in overall parental stress as shown by the identified tool.
2. Provide 3-6 months of weekly home visits to children 0-5 who are not (or not yet) receiving mandated services but who have concerns identified through screening.	Ongoing-6/30/15	WMG Early Intervention Specialist	75 - 100 children served with home visits per year.  Duplicated and unduplicated counts of population(s) served to include: #s of children 0-5, and parents served by gender, ethnicity, primary language, special need status and/or social emotional delays.	75% of participating children with pre and post ASQs available will show improved ASQ and/or ASQ-SE scores subsequent to receiving home visits.
3. Provide weekly English and Spanish speech groups for children with speech concerns, who are not already enrolled in Speech Therapy – staggered classes to avoid long wait times for incoming children.	Ongoing-6/30/15	ELI Group Services Staff/Speech Therapist	Children participating in WMG will receive speech supports and services prior to entering Kindergarten.  50-75 children served per year.	75% of children served by speech therapy groups will show an increase in language literacy skills for children as measured by improved scores on the Preschool Language Scale screening tool



Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
			<p>Two groups per week (9-11 children per group); Four 12-week sessions per year.</p> <p>Duplicated and unduplicated counts of population(s) served to include: #s of children 0-5 and parents served by gender, ethnicity, primary language, special need status and or social emotional delays.</p>	<p>70% increase in parents' confidence in supporting language and literacy skills in the home as measured by modified pre/post survey.</p>
<p>4. Organize and arrange transportation services for families not otherwise able to utilize group services</p>	<p>Ongoing-6/30/15</p>	<p>Transportation Coordinator/ELI Director of Group Services</p>	<p>4 families transported weekly to group services.</p> <p>Duplicated and unduplicated counts of population(s) served to include: #s of children 0-5 and parents served by gender, ethnicity, primary language, special need status and or social emotional delays.</p>	<p>N/A</p>

<b>Evaluation and Reporting</b>				
Revise evaluation pathway for the project in consultation with First 5 staff and evaluators.	First quarter of contract	Lead WMG Staff, LFA, First 5 Staff	Approved evaluation "Pathway to Results" plan in place.	N/A
Collect and maintain detailed demographic, survey and ASQ data on population(s) served using Access data base and Parsimony system when available.	Ongoing	WMG Program Lead	Data input to Parsimony when available. Duplicated and unduplicated counts of population(s) served to include: #'s of children 0-5 and parents served by gender, ethnicity, primary language, social emotional delays and/or special need status of all service recipients, services provided and units of service.	N/A
Prepare and submit timely progress reports in a format approved by First 5, including quarterly cumulative data summaries with client profiles. Cooperate in site visits, and participate in the Commission's evaluation processes which may result in modification to the work plan and/or documentation procedures, as agreed to by the Commission and contractor.	Quarterly	Executive Director	Quarterly progress reports each year (due 10/31, 1/31, 4/30 and 7/31)  Quarterly progress reports will include monthly data as well as the narrative "story" about the successes, challenges and lessons learned during the reporting period  Quarter 4 progress reports to include cumulative year-end data summary and analysis of demographics for children 0-5, and their parents.	N/A

ELI Watch Me Grow Services Budget  
5/17/11 - 6/30/15

Expenditure Category	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	TOTALS
	5/17/11-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	
<b>Personnel</b>						
1. Early Intervention Specialist	\$ 5,985	\$ 43,680	\$ 41,859	\$ 36,280	\$ 36,280	\$164,084
2. Early Intervention Specialist	\$ 5,985	\$ 43,680	\$ 41,859	\$ 34,441	\$ 34,441	\$160,406
3. Lead Teacher	\$ 600	\$ 4,800	\$ 4,200	\$ 8,060	\$ 8,060	\$ 25,720
4. Group Aide	\$ 450	\$ 3,600	\$ 3,150	\$ 12,296	\$ 12,296	\$ 31,792
5. Group Aid	\$ 225	\$ 1,800	\$ 1,575	\$ 4,908	\$ 4,908	\$ 13,416
<b>Sub-total Personnel</b>	<b>\$ 13,245</b>	<b>\$ 97,560</b>	<b>\$ 92,643</b>	<b>\$ 95,985</b>	<b>\$ 95,985</b>	<b>\$395,418</b>
Benefits @ 21% - 27%	\$ 2,781	\$ 20,488	\$ 19,455	\$ 25,515	\$ 25,515	\$ 93,754
<b>Total Personnel</b>	<b>\$ 16,026</b>	<b>\$118,048</b>	<b>\$ 112,098</b>	<b>\$ 121,500</b>	<b>\$121,500</b>	<b>\$489,172</b>
<b>Operating Expenses</b>						
8. Speech Therapist	\$ 840	\$ 6,510	\$ 5,677	\$ 6,000	\$ 6,000	\$ 25,027
9. Transportation	\$ 1,200	\$ 8,500	\$ 7,850	\$ 8,500	\$ 8,500	\$ 34,550
<b>Total Operating Expenses</b>	<b>\$ 2,040</b>	<b>\$ 15,010</b>	<b>\$ 13,527</b>	<b>\$ 14,500</b>	<b>\$ 14,500</b>	<b>\$ 59,577</b>
<b>Subtotal Budget</b>	<b>\$ 18,066</b>	<b>\$133,058</b>	<b>\$ 125,625</b>	<b>\$ 136,000</b>	<b>\$136,000</b>	<b>\$548,749</b>
<b>Indirect</b>	\$ 2,529	\$ 18,628	\$ 17,588	\$ 24,000	\$ 24,000	\$ 86,745
<b>Total Budget</b>	<b>\$ 20,595</b>	<b>\$151,686</b>	<b>\$ 143,213</b>	<b>\$ 160,000</b>	<b>\$160,000</b>	<b>\$635,494</b>

**MODIFICATION NUMBER TWO OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND  
COMMUNITY ACTION PARTNERSHIP OF SONOMA COUNTY**

WHEREAS, on June 13, 2011 the County of Sonoma (“County”) and Community Action Partnership of Sonoma County (“Contractor”), entered into a service agreement (“Agreement”) pursuant to which the Contractor agreed to provide certain services to the County on behalf of its First 5 Sonoma County Commission, for the implementation of the Pasitos Program as a strategy to support parents to strengthen their family’s literacy skills in accordance with the program goals and objectives outlined in the First 5 Sonoma County Commission Strategic Plan;

WHEREAS, the parties desire to modify their Agreement; and

WHEREAS, the funding for this modification of the Agreement is the Augmentation of the Strategic Plan for 2013-15 authorized by the First 5 Sonoma County Commission on September 12, and by the Sonoma County Board of Directors on January 10, 2012;

NOW, THEREFORE, effective \_\_\_\_\_, 2013, and pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Delete Exhibit A1, entitled “Pasitos Program Scope of Work,” in its entirety and replace with Exhibit A2, entitled “Pasitos Program Scope of Work.”
2. Delete Exhibit B1 in its entirety and replace with Exhibit B2 entitled “Pasitos Program Budget.”
3. Modify Provision 1.1 “Contractor’s Specified Services” to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A2 – Scope of Work” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A2 and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit A1, the provisions in the body of this Agreement shall control.

4. Modify Provision 2 “Payment” to read as follows:

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

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B2, provided, however, that total payments to Contractor shall not exceed six hundred ninety thousand dollars (\$695,000) without the prior written approval of County. Any balance remaining at the end of FY 12-13 and FY 13-14 shall

automatically be carried forward to the subsequent fiscal year. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any.

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

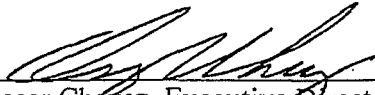
5. Modify Provision 3 "Term of Agreement" to read as follows:

3. Term of Agreement. The term of this Agreement shall be from July 1, 2011 to June 30, 2015 unless terminated earlier in accordance with the provisions of Article 4.

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

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

CONTRACTOR:

  
\_\_\_\_\_  
Oscar Chavez, Executive Director  
Community Action Partnership of Sonoma County

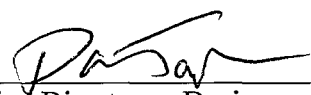
Date 4/15/13

COUNTY OF SONOMA:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services


Date \_\_\_\_\_

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

  
\_\_\_\_\_  
Division Director or Designee

Date 4/18/13

Approved as to Form:

  
\_\_\_\_\_  
County Counsel (If Applicable)

Date 4/30/13

***Pasitos Program***  
**Scope of Work**  
Covering period from July 1, 2011-June 30, 2015

**Organization:** Community Action Partnership

**Project Title:** Pasitos Program

**Project Summary:** *Pasitos* playgroups for Spanish-speaking parents and their 3 and 4-year olds effectively prepare children for school success while providing parents with a social network. Culturally competent strategies for fostering positive child development, early literacy, and nurturing family relationships are modeled by family advocates, and families are linked to resources for parenting, health, nutrition, and special needs, as well as facilitated enrollment in preschool or Head Start. Community Action Partnership will conduct at least nine 28-week Pasitos play groups during FY 2011-12 at least 13 playgroups during FY 2012-13, and at least nine playgroups in FY 2013-14 and 2014-15.

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
<b>I. Administer and Coordinate the Project</b>				
Hire Family Advocates	July 2011	School Readiness Manager	Staff hired to conduct Pasitos play groups.	N/A
Purchase Equipment and Supplies for Program Start-Up	August annually And as needed	School Readiness Manager	Materials and supplies and plan for program year in place for September start-up. <i>Measured by program start September 2011 -14</i>	N/A.
Develop agreements with school and community sites for use of space	August annually	School Readiness Manager		
Plan program year	August annually	All Staff		

STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
Collect and maintain detailed demographic data on population(s) served using data tracking system.	Ongoing	School Readiness Manager	Duplicated and unduplicated counts of population(s) served to include: <ul style="list-style-type: none"> <li>▪ #'s of children 0-5 served</li> <li>▪ gender, ethnicity, primary language, special need status of all service recipients</li> <li>▪ geographic location</li> <li>▪ service provided, units of service, and length of service units</li> </ul>	N/A
<b>II. Community Engagement in the Program</b>				
Maintain established relationships with identified community partners: CAP programs, 4Cs preschool, Head Start Family Services, school sites	Ongoing	School Readiness Manager	<i>Pasitos</i> will be linked with community agencies to enhance services to children and families. <i>Measured by referrals to services</i>	Evidence of successful referrals.
<b>III. Recruit Parent Participants</b>				
Conduct recruitment in the selected school attendance area to recruit high-need parents of children 2-1/2 to 4 years old	August annually	Family Advocates	135 families recruited FY 11-12 195 families recruited FY 12-13 135 families recruited FY 13-14 135 families recruited FY 14-15	90% of parents will be successfully retained and complete the program. <i>Measured by weekly attendance.</i>
<b>IV. Conduct Pasitos Groups</b>				
Conduct weekly 90 minute playgroups in accordance with <i>Playgroups for Very Young Children: Overview of Effective Practice</i>	September - May annually	Family Advocates	Weekly sessions	Measurable increase in parent knowledge, information and skill. Strengthened family literacy skills. <i>Measured by Parent Questionnaire.</i>



STRATEGIES /ACTIVITIES	TIMELINE	PERSON(S) RESPONSIBLE	MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)	MEASUREABLE PROGRAM OUTCOMES
Arrange developmental and dental screenings and make appropriate referrals for services	Annually	School Readiness Manager	Children screened for developmental delays and dental health.	Children are referred for developmental services and/or dental treatment.
<p>Distribute book bags and emphasize the importance of daily reading at home.</p> <p>Hold weekly check-in staff meetings</p>	September - May annually	<p>Family Advocates</p> <p>All Staff</p>	<p>Books available for reading at home.</p> <p>Continuous program monitoring and improvement. Individual family problem solving.</p>	<p>Measurable increase in daily reading at home. Increased parent interactions with children and encouragement of language acquisition. Strengthened family literacy skills. <i>Measured by Parent Questionnaire.</i></p> <p>Measurable increase in parent knowledge of and access to community resources. <i>Measured by Parent Questionnaire.</i></p>
<b>V. Reporting and Evaluation</b>				
Develop an evaluation plan for the project in consultation with First 5 staff and evaluators	In first quarter of the contract	School Readiness Manager First 5 staff, and evaluators	Approved evaluation plan in place.	n/a
Prepare and submit progress reports in a format approved by First 5, including quarterly and cumulative data summaries with client profiles	Quarterly	School Readiness Manager	<p>Quarterly progress reports each year (due 10/31, 1/31, 4/30, 7/31)</p> <p>Quarter 4 progress reports to include cumulative year-end data summary.</p>	n/a

***Pasitos Program Budget***

**FY 2011-2012**

<b>Description</b>	<b>FY 11-12</b>
<b>Personnel</b> 1. Program Director 2. School Readiness Manager 3. Family Advocates 4. ECE child Care	\$3,250 29,952 68,640 506
<b>Employee Benefits</b> 1. Employee Benefits	26,452
<b>Program Costs</b> 1. Materials & Supplies 2. Mileage 3. Liability Insurance 4. Occupancy 5. Telephone/Copier 6. Computer maintenance 7. Employee Development	1,450 1,500 521 7,818 823 912 500
<b>SUBTOTAL</b>	<b>\$142,324</b>
<b>Administrative Overhead/Indirect Costs</b> 1. Indirect 2. Audit	16,374 1,302
<b>TOTAL</b>	<b>\$160,000</b>

***Pasitos Program Budget***

**FY 2012-2013**

Any balance remaining at the end of FY 2011-2012 shall automatically be carried forward to FY 2012-2013 and is in addition to the amounts listed below.

<b><i>Description</i></b>	<b><i>FY 12-13</i></b>
<b>Personnel</b>	
1. Program Director	\$3,250
2. School Readiness Manager	29,952
3. Family Advocates	93,600
4. ECE child Care	506
<b>Employee Benefits</b>	
1. Employee Benefits	35,772
<b>Program Costs</b>	
1. Materials & Supplies	8,190
2. Mileage	2,500
3. Liability Insurance	1,145
4. Occupancy	11,418
5. Telephone/Copier	907
6. Computer maintenance	2,212
7. Employee Development	795
8. Equipment	1,500
<b>SUBTOTAL</b>	<b>\$191,747</b>
<b>Administrative Overhead/Indirect Costs</b>	
1. Indirect	21,531
2. Audit	1,722
<b>TOTAL</b>	<b>\$215,000</b>

***Pasitos Program Budget***

**FY 2013-2014**

Any balance remaining at the end of FY 2012-2013 shall automatically be carried forward to FY 2012-2013 and is in addition to the amounts listed below

<b><i>Description</i></b>	<b><i>FY 13-14</i></b>
<b>Personnel</b>	
1. Program Director	\$3,250
2. School Readiness Manager	29,952
3. Family Advocates	68,640
4. ECE child Care	506
<b>Employee Benefits</b>	
1. Employee Benefits	26,452
<b>Program Costs</b>	
1. Materials & Supplies	1,450
2. Mileage	1,500
3. Liability Insurance	521
4. Occupancy	7,818
5. Telephone/Copier	823
6. Computer maintenance	912
7. Employee Development	500
<b>SUBTOTAL</b>	<b>\$142,324</b>
<b>Administrative Overhead/Indirect Costs</b>	
1. Indirect	16,374
2. Audit	1,302
<b>TOTAL</b>	<b>\$160,000</b>

***Pasitos Program Budget***

**FY 2014-2015**

Any balance remaining at the end of FY 2013-2014 shall automatically be carried forward to FY 2012-2013 and is in addition to the amounts listed below

<b><i>Description</i></b>	<b><i>FY 14-15</i></b>
<b>Personnel</b>	
1. Program Director	\$3,250
2. School Readiness Manager	29,952
3. Family Advocates	68,640
4. ECE child Care	506
<b>Employee Benefits</b>	
1. Employee Benefits	26,452
<b>Program Costs</b>	
1. Materials & Supplies	1,450
2. Mileage	1,500
3. Liability Insurance	521
4. Occupancy	7,818
5. Telephone/Copier	823
6. Computer maintenance	912
7. Employee Development	500
<b>SUBTOTAL</b>	<b>\$142,324</b>
<b>Administrative Overhead/Indirect Costs</b>	
1. Indirect	16,374
2. Audit	1,302
<b>TOTAL</b>	<b>\$160,000</b>

***Pasitos Program Budget***

**BUDGET FY 2011-2015  
FOUR YEAR TOTALS**

<b><i>Description</i></b>	<b><i>FY 11-15</i></b>
<b>Personnel</b>	
1. Program Director	\$13,000
2. School Readiness Manager	119,808
3. Family Advocates	299,520
4. ECE Child Care	2,024
<b>Employee Benefits</b>	
1. Employee Benefits	115,128
<b>Program Costs</b>	
1. Materials & Supplies	12,540
2. Mileage	7,000
3. Liability Insurance	2,708
4. Occupancy	34,872
5. Telephone/Copier	3,376
6. Computer maintenance	4,948
7. Employee Development	2,295
8. Equipment	1,500
<b>SUBTOTAL</b>	<b>\$618,719</b>
<b>Administrative Overhead/Indirect Costs</b>	
1. Indirect	70,473
2. Audit	5,808
<b>TOTAL</b>	<b>\$695,000</b>

**MODIFICATION NUMBER 2 OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND  
COMMUNITY ACTION PARTNERSHIP OF SONOMA COUNTY**

On October 23, 2009, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," on behalf of the First 5 Sonoma County Commission, hereinafter referred to as "Commission," and Community Action Partnership of Sonoma County, a non-profit public corporation, hereinafter referred to as "Contractor," entered into a service agreement.

Effective \_\_\_\_\_, 2013 the parties hereby evidence their intent and desire to modify the Contract, specifically Provision 1 "Scope of Services," Provision 2 "Payment," and Provision 3 "Term of Agreement."

Provision 1, Scope of Services, Paragraph 1.1 is hereby revised to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit A.2 – Scope of Work (hereinafter "Exhibit A.2) attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibits A, A.1, A.2 and pursuant to Article 7. For the period July 1, 2013 to June 30, 2015, Exhibit A.2 shall control over Exhibit A and A.1. In the event of a conflict between the body of this Agreement and Exhibits A, A. 1 and/or Exhibit A.2, the provisions in the body of this Agreement shall control.

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


2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B.2, provided, however, that total payments to Contractor shall not exceed two hundred ninety eight thousand six hundred twenty nine dollars (~~\$298,629~~), without the prior written approval of County. Any balance remaining at the end of FY 12-13 and FY 13-14 shall automatically be carried forward to the subsequent fiscal year. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any.

Provision 3, Term of Agreement, is hereby modified to extend through June 30, 2015 unless terminated earlier in accordance with Provision 4, Termination.

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: 4/15/13  
Oscar Chavez, Executive Director  
Community Action Partnership

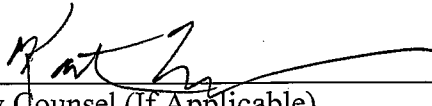
**COUNTY OF SONOMA:**

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

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

By:  Date: 4/18/13  
Division Director or Designee

Approved as to Form:

 Date 4/30/13  
County Counsel (If Applicable)



### AMENDED SCOPE OF WORK

Covering period from *July 1, 2013 to June 30, 2015*

In the event of any conflict between Exhibit A and Exhibit A.1, Exhibit A.1 shall be the controlling document.

**Organization:** Community Action Partnership of Sonoma County

**Project Title:** WIC Access Initiative

**Project Summary:** Design and maintain an effective system of Oral Health Prevention and Early Intervention for the county's WIC population.

Project Strategies / Activities	Timeline	Responsible	Measurable Process Outcomes [Products/Deliverables]	Measurable Program Outcomes
<b>Goal #1: Design and maintain an effective Oral Health Prevention and Early Intervention system for children in WIC</b>				
Assure the WAI is consistent with best practice standards in the field via attendance at trainings conducted by the Center for Oral Health.	Ongoing	Dental Program Manager, Community Health Worker (CHW), Contractor	2 trainings attended annually	N/A
Coordinate with Dental Directors and WIC Directors at Indian Health and Alliance Medical Center to assure consistent program implementation.	Ongoing	Dental Program Manager	Phone and in person meetings as needed.	All sites have established new practice.
Coordinate with WIC to assure system is in compliance with WIC systems and WAI protocols.	Ongoing	Dental Program Manager	Monthly meeting	N/A
Maintain and revise curriculum and provide training for WIC educators to deliver curriculum	Ongoing	Dental Program Manager	10 WIC educators provided training yearly	70% of those trained demonstrate effective delivery of the curriculum.

Goal #2: Implement the system.				
Provide regularly scheduled preventive dental visits to all eligible WIC participants, age 0-5 at the County WIC sites (Santa Rosa, Petaluma, Sonoma and Guerneville)	Ongoing	Dental Program Manager, Contractor, CHW	Total Visits: Approximately 200 per month -- Petaluma and Sonoma = 1 per month each -- Guerneville = 1 every two months	N/A
Provide case management services for: (A) children who need restorative treatment and (B) referral for comprehensive health coverage.	Ongoing	CHW	30 cases per month	70% of children referred for treatment receive treatment.
Assure a dental health record is created and maintained for each child	Ongoing	Dental Program Manager	100% of all data sets recorded in data base	New centralized web based system for children's dental health records established
Assure that all WIC site staff are engaged in promoting and supporting the program (via special events and presentation at staff meetings, etc.)	Ongoing	Contractor, Dental Program Manager, CHW	2 presentation and events annually	N/A
Assure that all WIC sites have one set of forms and educational materials including IH and AMC.	Ongoing	Dental Program Manager	N/A	Each site has a packet of tools in place.
Actively seek, maintain and expand treatment partners.	Ongoing	Dental Program Manager	N/A	2-3 new partners engaged in Petaluma area; 1 in West County region

Goal #3: Educate WIC parents about prevention of early childhood caries (ECE).				
Educate families about: - effective preventive behaviors - individual risk (via risk assessment) and - individual homecare strategies (via culturally competent anticipatory guidance)	Ongoing	Dental Program Manager, CHW	4000 parents/caregivers counseled over entire course of grant	To be developed
Provide a Preventive Dental Home for the WIC participants who clinically qualify. - effective preventive behaviors - individual risk (via risk assessment) and - individual homecare strategies (via culturally competent anticipatory guidance)	Ongoing	Dental Program Manager, Contractor, CHW	Up to 450 children have had one or more return visits by June 2013.	No new disease in 30% of the returnees.
Provide parents the ability to track preventive therapies (e.g., brushing 2x/day w fluoride; periodic dental visits; reduction of nighttime bottle use; etc.) via distribution of Oral Health cards	Ongoing	DDS, RDHAP, CHW	5000 cards distributed	N/A
Host site visits to WIC Access Initiative funded sites for First 5 Commissioners and Center for Oral Health staff.	As requested	Dental Program Manager	As requested	N/A

<b>REPORTING AND EVALUATION</b>			
<b>Reporting/Evaluation Activities</b>	<b>Timeline</b>	<b>Responsible</b>	<b><u>Measurable Deliverables</u></b>
<b>Participate in evaluation activities including meeting with First 5 staff, evaluators, and Oral Health Committee as requested.</b>	Ongoing	Dental Program Manager	TBD
<b>Develop an Evaluation Plan for project in consultation with First 5 Staff and evaluators</b>	First month of contract	Staff	Approved evaluation plan in place
<b>Collect and maintain detailed demographic data on population(s) served</b>	Ongoing	Staff	Duplicated and unduplicated counts of population(s) served to include: <ul style="list-style-type: none"> <li>▪ #'s of children 0-5 served</li> <li>▪ gender, ethnicity, primary language, special need status of all service recipients</li> <li>▪ service provided, units of service, and length of service units</li> </ul>
<b>Prepare and submit progress reports to First 5 Sonoma County and annual report data in a format approved by First 5 staff</b>	Quarterly beginning 7/31/11	Susan Cooper DDS	4 progress reports each year (7/31,10/31,1/31,4/30) A final project report with final invoice (7/31/13) Provide requested data for First 5 Sonoma County's annual report to F5 CA.

BUDGET

Organization: Community Action Partnership  
 Project Title: WIC Access Initiative  
 Contract Period: October 15, 2009 – June 30, 2015

	PERSONNEL	FTE	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	Totals
1	Assistant Director of Health		\$643	\$1,716	\$0	\$0	\$0	\$0	\$2,359
2	Coalition Coordinator	0.25	\$6,934	\$13,867	\$0	\$0	\$0	\$0	\$20,801
3	Project Assistant	0.5	\$7,280	\$19,413	\$0	\$0	\$0	\$0	\$26,693
4	Dental Program Manager	0.14	\$0	\$0	\$21,060	\$12,750	\$7,540	\$7,540	\$48,890
5	CHW 3	0.5	\$0	\$0	\$18,720	\$10,750	\$11,011	\$11,011	\$51,492
6	CHW1 0.67						\$ 16,640	\$ 16,640	\$ 33,280
	Sub-Total Salaries		\$14,857	\$34,996	\$39,780	\$23,500	\$35,191	\$35,191	\$183,515
	FRINGE BENEFITS		\$3,417	\$8,049	\$7,236	\$4,000	\$11,404	\$11,404	\$45,510
	TOTAL PERSONNEL COSTS		\$18,274	\$43,045	\$47,016	\$27,500	\$46,595	\$46,595	\$229,025
	OPERATING EXPENSES								
1	Office Supplies		\$200	\$300	\$250	\$200	\$430	\$430	\$1,810
2	Program & Educational Supplies		\$6,000	\$0	\$900	\$750	\$270	\$270	\$8,190
3	Printing & Copying		\$800	\$167	\$2,575	\$2,000	\$909	\$909	\$7,360
4	Equipment		\$1,500	\$0	\$0	\$0	\$0	\$0	\$1,500
5	Travel		\$300	\$250	\$0	\$0	\$700	\$700	\$1,950
6	Telecommunications		\$0	\$0	\$525	\$300	\$653	\$653	\$2,131
7	Occupancy Costs		\$0	\$0	\$3,150	\$2,400	\$3,547	\$3,547	\$12,644
8	Marketing-Outreach		\$0	\$0	\$500	\$300	\$300	\$300	\$1,400
9	Insurance-Audit		\$0	\$0	\$735	\$500	\$359	\$359	\$1,953
	TOTAL OPERATING EXPENSES		\$8,800	\$717	\$8,635	\$6,450	\$7,168	\$7,168	\$38,938
	INDIRECT COSTS		\$2,978	\$4,815	\$6,515	\$3,884	\$6,237	\$6,237	\$30,666
	TOTAL BUDGET		\$30,052	\$48,577	\$62,166	\$37,834	\$60,000	\$60,000	\$298,629

**MODIFICATION NUMBER TWO OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND  
COMMUNITY CHILD CARE COUNCIL**

On February 25, 2012, the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") on behalf of the First 5 Sonoma County Commission (hereinafter "Commission") and Community Child Care Council, a California tax-exempt non-profit corporation, (hereinafter "Contractor") entered into a service agreement.

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

1. Delete "Exhibit A.1 – Scope of Work" in its entirety and replace with "Exhibit A.2 – Scope of Work."
2. Delete Exhibit B.1 – Budget" in its entirety and replace with "Exhibit B.2 – Budget."
3. Provision 1.1, "Contractor's Specified Services," is hereby modified to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A.2 – Scope of Work" attached hereto and incorporated herein by this reference (hereinafter "Exhibit A.2"), and within the times or by the dates provided for in Exhibit A.2 and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A.2, the provisions in the body of this Agreement shall control.

4. Provision 2, "Payment," is hereby modified to read as follows:

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

Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B.2, provided, however, that payments to Contractor shall not exceed one million three hundred twenty one thousand five hundred forty dollars (\$1,321,540), without the prior written approval of County. Any balance remaining at the end of FY 11-12, FY 12-13, and FY 13-14 shall automatically be carried forward to the subsequent fiscal year. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

**CONTRACTOR:**

  
\_\_\_\_\_  
Melanie Dodson, Executive Director  
Community Child Care Council

Date 4/17/13

**COUNTY OF SONOMA:**

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

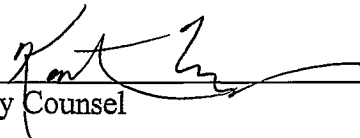
Date \_\_\_\_\_

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

  
\_\_\_\_\_  
Division Director or Designee

Date 4/18/13

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

Date 4/30/13

## Scope of Work

Covering period from February 21, 2012 - June 30, 2015

**Organization:** Community Child Care Council of Sonoma County (4Cs)

**Project Title:** *Preschool Scholarship Program – Value in Preschool (VIP)*

**Project Summary:** Provide Preschool Scholarships to eligible low income children in the Santa Rosa school attendance areas, including family/child eligibility and enrollment and payment to preschool providers. Recruit, assess, and support eligible high quality preschool programs to provide preschool for Preschool Scholarship recipients. Work with these high quality preschools to support their efforts to become NAEYC Accredited.

		<i>PERSON(S) RESPONSIBLE</i>	<b>MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)</b>	<b>MEASUREABLE PROGRAM OUTCOMES</b>
1. Develop bilingual English/Spanish VIP program materials including program handbook and brochure, and update annually as appropriate. a. Printing b. Distribution	February 21 2012 thru April 15, 2012  a. Annually as needed b. Ongoing	Lara Magnusdottir	A. VIP handbook printed (Target=60/year) VIP brochures printed (Target=500/year) VIP handbook available online  B. VIP handbook distributed (Target=60/year) VIP brochures distributed (Target=500/year) VIP brochure available online	Not Applicable
2. Develop bilingual English/Spanish Preschool Provider Application Materials	February 21, 2012 thru April 15, 2012	Lara Magnusdottir	VIP Preschool Provider Application will be developed.	Not Applicable
3. Develop Subcontract for Gateway to Quality program to complete provider ERS & CLASS assessments.	February 21, 2012 thru April 15, 2012	Lara Magnusdottir	Subcontract in place for FY 11-12, FY 12-13, FY 13-14 and FY 14-15	Not Applicable



		<i>PERSON(S) RESPONSIBLE</i>	<b>MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)</b>	<b>MEASUREABLE PROGRAM OUTCOMES</b>
4. Register as a National Association for the Education of Young Children (NAEYC) Accreditation Facilitation Project Site	Complete	Lara Magnusdottir	Two VIP preschool providers are NAEYC Accredited FY 2013-14  Two VIP preschool providers are NAEYC Accredited FY 2014-15	8% (4 out of 48) of VIP Preschool Providers are Accredited by NAEYC by 2014-15.
5. Develop bilingual English/Spanish VIP Program, Case Manager Tool Kit for Family/Child Enrollment including:  a. Procedures for VIP Case Manager & Staff (part of program Tool Kit)  b. Documents for Parent/Child (part of program Tool Kit)	March 1, 2012 thru March 30, 2012	Sandra Valencia	One VIP Program Case Manager Tool Kit will be assembled (includes Enrollment Procedures and Parent Documents for staff – originals will on-file in computer)	Not Applicable
6. Publicize VIP Program to targeted Preschool Providers and the larger provider Community. For example: bimonthly inclusion in 4Cs Provider e-newsletters, information on 4Cs website and Facebook page, and inclusion on the Sonoma County Child Care Association (SCCCA) website	March 1, 2012 thru June 30, 2015	Lara Magnusdottir	A minimum of six 4Cs e-newsletters each year contain information about the VIP program.  A minimum of two Sonoma County Association for the Education of Young Children (SCAEYC) Provider emails will include information about the VIP program each year.  A minimum of two Mentor Director Provider emails will include VIP information each year.  A minimum of twenty targeted phone calls to qualified providers each year.	Not Applicable

		<i>PERSON(S) RESPONSIBLE</i>	<b>MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)</b>	<b>MEASUREABLE PROGRAM OUTCOMES</b>
7. Recruit and Coordinate assessment of Preschool Providers in the eligible attendance areas	March 1, 2012 thru June 30, 2015	Lilly Watters	12 new VIP providers FY 2011-12 12 new VIP providers FY 2012-13 12 new VIP providers FY 2013-14 12 new VIP providers FY 2014-15	100% of providers' attain Environmental Rating Scale (ERS) average score of 5 with no score lower than a 3 100% of providers' Classroom Assessment Scoring System (CLASS) score of med-high
8. Establish bi-monthly VIP provider cohort meeting schedule and identify training topics, including parent engagement and Accreditation	June 1, 2012 thru June 30, 2015	Lilly Watters	FY 2011-12 Two (2) VIP Provider cohort Meetings will be scheduled. FY 2012-2015, Six (6) VIP Provider cohort Meetings will be scheduled each fiscal year. Cohort meetings will be attended by: FY 2011-12 95% of VIP Providers.(11) FY 2012-13 – 95% of new providers (11), 70% of continuing providers (9) FY 2013 -14 - 95% of new providers (11), 60% of continuing providers (15) FY 2014 – 15 - 95% of new providers (11), 55% of continuing providers (20)	80% of VIP Cohort Participants report being "highly satisfied" with Cohort meetings based on quarterly survey provided at the meeting.  75% of VIP Cohort Participants indicate that they have implemented or done something new or different in their preschool programs based on the meetings through quarterly survey.
9. Provide technical assistance and support to VIP providers by phone, email and in person	March 2012 thru June 30, 2015	Lilly Watters & Martha Gomez	Count of calls, emails and. in person technical assistance provided.	Not Applicable
10. Create VIP Accreditation Mini Grant process in partnership with First 5	April 2013 – June 2013	Lara Magnusdottir & Melanie Dodson	Process and procedure will be in place to distribute mini-grant funds to VIP providers pursuing accreditation. Application form and progress documentation will be in place.	

		<i>PERSON(S) RESPONSIBLE</i>	<b>MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)</b>	<b>MEASUREABLE PROGRAM OUTCOMES</b>
11. Award Accreditation Mini-grants to VIP providers pursuing accreditation	July 2013 – June 30, 2015	Lara Magnusdottir & Lilly Watters	<p>July 2013 – June 30, 2014 – 3 VIP providers apply for an receive an Accreditation Mini Grant (3 providers now receive mini grants out of a possible total of 36 providers)</p> <p>July 2014 – June 2015 3 additional VIP providers apply for and receive an Accreditation Mini Grant (Cumulative 6 providers now receive mini grants out of a possible total of 48 providers) (mini grants up to \$5,000)</p>	4 VIP providers will become accredited by June 2015.
12. Hold Accreditation Cohort meetings for VIP providers receiving Accreditation Mini-grants	July 2013 – June 30, 2015	Lilly Watters & Martha Gomez	<p>FY 2013-2015, a minimum of eight (8) VIP Accreditation cohort Meetings will be scheduled each fiscal year.</p> <p>Cohort meetings will be attended by: FY 2013 -14 - 100% of providers (3), FY 2014 – 15 - 100% of new providers (3), and one (1) continuing provider</p>	<p>75% of VIP Accreditation Cohort Participants report being "highly satisfied" with Cohort meetings as measured by surveys provided at the meetings.</p> <p>75% of VIP Accreditation Cohort Participants indicate that they have made progress on their accreditation plan based on information and support from the meetings, as measured by a survey.</p>
13. Enroll eligible family/children into the VIP Scholarship Program	May 1, 2012 thru June 30, 2015	Sandra Valencia	<p>Count of children who receive preschool scholarships (18 FTE) in FY 2012-2013</p> <p>Count of children who receive preschool scholarships (33 FTE) in FY 2013-14</p> <p>Count of children who receive preschool scholarships (40 FTE) in FY 2014-15</p>	85% of children complete the year of preschool at a high quality VIP preschool program the year prior to entry into Kindergarten.

		<i>PERSON(S) RESPONSIBLE</i>	<b>MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)</b>	<b>MEASUREABLE PROGRAM OUTCOMES</b>
14. Hold annual VIP Parent/Guardian Program Orientations and Program Exit Meetings to provide program information and family surveys	July 2012 thru June 30, 2015	Sandra Valencia	Count of families participating in orientation meeting (100% target)  Count of families participating in exit meetings (80% target)  Count of families completing surveys (80% target)	Orientation Meeting: 100% of Parent/Guardians will identify, via survey, three strategies to participate in their child's education during the Preschool Year.  Exit Meeting: 80% of Parent/Guardians will identify, via survey, three strategies to participate in their child's education during the Kindergarten Year.
15. Provide Technical Assistance to VIP families by phone, email and in person	July 2012 thru June 30, 2015	Sandra Valencia	Count of calls, emails and in person technical assistance provided.	N/A
16. Conduct bilingual Parent Engagement workshops	July 2012 – June 2015	Martha Gomez	A minimum of three bilingual parent workshops conducted each fiscal year.  A minimum of 15 VIP parents participate at each workshop.	70% of participants identify at least one parent engagement strategy they will implement during the preschool year.

		<i>PERSON(S) RESPONSIBLE</i>	<b>MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)</b>	<b>MEASUREABLE PROGRAM OUTCOMES</b>
<p>17. Work with First 5, the Community Foundation and others to increase program visibility and attract additional scholarship funding from the community</p> <p>Preliminary work to include:</p> <p>a. Research Thomas Long Foundation Grants &amp; others</p> <p>b. Continue conversations with Contra Costa Children's Council and others providing similar programs.</p> <p>c. Present VIP program information to the SR Chamber Workforce Development Committee &amp; others</p>	<p>Feb 21, 2012 thru June 30, 2015</p>	<p>Lara Magnusdottir</p>	<p>Final work plan developed by no later than Jan 31, 2013; ideally within 3 months of contract start date.</p> <p>Two lead funders recruited to champion the cause within 6 months of contract start date.</p>	<p>Overall increase in number of preschool scholarships available. Target = 10% above contracted number (i.e., scholarships for 7 FTE slots) by end of contract period.</p>
<p>18. Develop newspaper ads, billboards, radio interviews and other community support building activities</p>		<p>Lara Magnusdottir</p>	<p>Count and type of media products released in the community.</p> <ul style="list-style-type: none"> <li>• 1 Published Newspaper article each fiscal year</li> <li>• 2 radio interviews per year</li> <li>• A minimum of four additional outreach events in collaboration with 4Cs ongoing outreach booths each year.</li> <li>• 1 billboard format publicity during the term of the contract</li> </ul>	<p>N/A</p>

		<i>PERSON(S) RESPONSIBLE</i>	<b>MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)</b>	<b>MEASUREABLE PROGRAM OUTCOMES</b>
<b>REPORTING, EVALUATION, AND COMMUNICATIONS - REQUIRED</b>				
19. Develop an evaluation plan for the project in consultation with First 5 staff and evaluators	First quarter of contract	Lara Magnusdottir	Approved evaluation plan (Pathway to Results) in place.	N/A
20. Collect and maintain detailed demographic data on population(s) served	Ongoing	Lara Magnusdottir	Duplicated and unduplicated counts of population(s) served to include: #s of children 0-5 served #s of parents served #s of providers served  Gender, ethnicity, and primary language of <u>all</u> service recipients; and special need status of children served (due in Q4 and for Annual Report).	N/A
21. Prepare and submit timely progress reports in a format approved by First 5, including quarterly cumulative data summaries with client profiles. Cooperate in site visits, and participate in the Commission's evaluation processes which may result in modification to the work plan and/or documentation procedures, as agreed to by the Commission and contractor.	Quarterly	Lara Magnusdottir	Quarterly progress reports each year (due 4/30, 7/31, 10/31 and 1/31,) Quarterly progress reports will include monthly data as well as the narrative "story" about the successes, challenges and lessons learned during the reporting period. Quarter 4 (7/31) progress reports to include cumulative year-end data summary and analysis of demographics for recipients of service.	N/A

		<i>PERSON(S) RESPONSIBLE</i>	<b>MEASUREABLE DELIVERABLES (I.E., PROCESS OUTPUTS)</b>	<b>MEASUREABLE PROGRAM OUTCOMES</b>
22. Acknowledge the funding and support received from First 5 Sonoma County in all communications with the public about the project or program as directed by the First 5 Sonoma County Communications Guidelines for Funded Programs	Ongoing	Lara Magnusdottir	N/A	

**FY 11-12 BUDGET**  
**02/21/12 to 6/30/12**

<i>Description</i>	<i>First 5 Funding</i>	<i>Funding from Other Sources</i>	<i>Total</i>
<b>Personnel</b> (Job title, % FTE, full-time salary)			
1. Dept Director - Resource&Referral .50 FTE \$57,990	\$ 14,811.30		\$ 14,811.30
2. Program Manager .60 FTE \$40,394	\$ 6,835.60		\$ 6,835.60
3. Program Manager-Case Mgmt .20 FTE \$40,394	\$ 3,393.00		\$ 3,393.00
4. Dept Director - Centers .05 FTE \$57,990		\$ 1,217.80	\$ 1,217.80
5. Dept Director - ECES .05 FTE \$57,990		\$ 1,217.80	\$ 1,217.80
6. Dept Director - Subsidized Child Care Pymts .05 FTE \$57,990		\$ 1,217.80	\$ 1,217.80
<b>Employee Benefits (~18% of salaries)</b>	\$ 3,822.46	\$ 622.00	\$ 4,444.46
<b>Materials and Supplies</b>			
1. Program Supplies	\$ 436.94		\$ 436.94
2. Provider & Parent Training Materials	\$ -		\$ -
3. Duplication of Materials for Providers and Parents	\$ 800.71		\$ 800.71
<b>Other Operating Expenditures</b>			
1. Preschool Scholarships	\$ -		\$ -
2. Subcontract for Assessments & Accreditation Bonuses	\$ 4,890.00		\$ 4,890.00
3. Staff Training -"Looking at CLASSrooms" for 4 Staff	\$ -		\$ -
4. Mileage	\$ 200.00		\$ 200.00
5. Postage and Delivery	\$ 258.30		\$ 258.30
6. Rent/Telephone/Equipment Usage.		\$ 850.00	\$ 850.00
<b>SUBTOTAL</b>	\$ 35,448.31	\$ 5,125.40	\$ 40,573.71
<b>Administrative Overhead/Indirect Costs</b> (not to exceed 15%)			
1. Administrative and Support Salaries & Benefits	\$ 4,696.14	\$ 705.51	\$ 5,401.65
2. Admin. portion of Supplies, Advertising & Equip. Maint.	\$ 113.08	\$ 27.14	\$ 140.22
3. Admin. portion of Telephone, Rent, Insurance, Consultants	\$ 1,182.22	\$ 171.86	\$ 1,354.08
<b>TOTAL (actual expenditures)</b>	\$ 41,439.75	\$ 6,029.90	\$ 47,469.65



**FY 12-13 BUDGET**  
**07/01/12 to 6/30/13**

<i>Description</i>	<i>First 5 Funding</i>	<i>Funding from Other Sources</i>	<i>Total</i>
<b>Personnel</b> (Job title, % FTE, full-time salary)			
1. Dept Director - Resource & Referral .60 FTE \$57,990	\$ 28,995.00	\$ 5,799.04	\$ 34,794.04
2. Program Manager .40 FTE \$46,800	\$ 18,720.00		\$ 18,720.00
3. Program Manager-Case Mgmt .25 FTE \$46,800	\$ 9,360.00	\$ 2,340.00	\$ 11,700.00
4. Dept Director - Centers .05 FTE \$57,990	\$ -	\$ 2,899.52	\$ 2,899.52
5. Dept Director - ECES .05 FTE \$57,990		\$ 2,899.52	\$ 2,899.52
6. Dept Director - Subsidized Pymts .05 FTE \$57,990		\$ 2,899.52	\$ 2,899.52
<b>Employee Benefits (~18% of salaries)</b>	\$ 9,866.00	\$ 2,916.00	\$ 12,782.00
<b>Materials and Supplies</b>			
1. Program Supplies	\$ 979.25		\$ 979.25
2. Provider & Parent Training Materials	\$ 500.00		\$ 500.00
3. Duplication of Materials for Providers and Parents	\$ 1,000.00		\$ 1,000.00
<b>Other Operating Expenditures</b>			
1. Preschool Scholarships (18 FTE children at max of \$10,000)	\$180,000.00		\$180,000.00
2. Subcontract for Assessments & Accreditation Bonuses	\$ 9,200.00		\$ 9,200.00
3. Consultants (Trainers for Provider Cohort Meetings/Trainings)	\$ 1,000.00		\$ 1,000.00
4. Mileage	\$ 800.00		\$ 800.00
5. Postage & Delivery	\$ 50.00		\$ 50.00
6. Rent/Telephone/Equipment Usage.		\$ 2,010.00	\$ 2,010.00
8. Accreditation Mini Grants	\$ 30,000.00		
<b>SUBTOTAL</b>	\$290,470.25	\$ 21,763.60	\$282,233.85
<b>Administrative Overhead/Indirect Costs</b> (not to exceed 15%)			
1. Administrative and Support Salaries & Benefits	\$ 11,076.00	\$ 2,948.40	\$ 14,024.40
2. Admin. portion of Supplies, Advertising & Equip. Maint.	\$ 426.00	\$ 113.40	\$ 539.40
3. Admin. portion of Telephone, Rent, Insurance, Consultants	\$ 2,698.00	\$ 719.20	\$ 3,417.20
<b>TOTAL</b>	\$304,670.25	\$ 25,544.60	\$300,214.85

**FY 13-14 BUDGET**  
**07/01/13 to 6/30/14**

<b>Description</b>	<b>First 5 Funding</b>	<b>Funding from Other Sources</b>	<b>Total</b>
<b>Personnel</b> (Job title, % FTE, full-time salary)			
1. Dept Director - Resource&Referral .50 FTE \$57,990	\$ 23,196.00	\$ 5,799.00	\$ 28,995.00
2. Program Manager .60 FTE \$46,800	\$ 28,080.00		\$ 28,080.00
3. Program Coordinator-Spanish .15 FTE \$40,394	\$ 6,059.00		\$ 6,059.00
4. Program Manager-Case Mgmt .30 FTE \$46,800	\$ 11,700.00	\$ 2,340.00	\$ 14,040.00
5. Dept Director - Centers .05 FTE \$57,990		\$ 2,900.00	\$ 2,900.00
6. Dept Director - ECES .05 FTE \$57,990		\$ 2,900.00	\$ 2,900.00
7. Dept Director - Subsidized Pymts .05 FTE \$57,990		\$ 2,900.00	\$ 2,900.00
<b>Employee Benefits (~18% of salaries)</b>	\$ 13,996.00	\$ 2,916.00	\$ 16,912.00
<b>Materials and Supplies</b>			
1. Program Supplies	\$ 1,019.00		\$ 1,019.00
2. Provider & Parent Training Materials	\$ 1,000.00		\$ 1,000.00
3. Duplication of Materials for Providers and Parents	\$ 1,000.00		\$ 1,000.00
<b>Other Operating Expenditures</b>			
1. Preschool Scholarships (33 FTE children at max of \$10,000)	\$330,000.00		\$330,000.00
2. Subcontract for Assessments & Accreditation Bonuses	\$ 15,000.00		\$ 15,000.00
3. Consultants (Trainers for Provider Cohort Meetings/Trainings)	\$ 1,000.00		\$ 1,000.00
4. Mileage	\$ 800.00		\$ 800.00
5. Postage and Delivery			
6. Rent/Telephone/Equipment Usage.		\$ 2,010.00	\$ 2,010.00
7. Outreach Events/Advertising		\$ 500.00	\$ 500.00
<b>SUBTOTAL</b>	\$432,850.00	\$ 22,265.00	\$455,115.00
<b>Administrative Overhead/Indirect Costs</b> (not to exceed 15%) Includes administrative staff wages and benefits, and administrative portion of supplies, equip. maintenance, telephone, insurance and consultants, mileage and audit.			
	\$ 18,150.00	\$ 3,780.00	\$ 21,930.00
<b>TOTAL</b>	\$451,000.00	\$ 26,045.00	\$477,045.00

**FY 14-15 BUDGET**  
**07/01/14 to 6/30/15**

<b>Description</b>	<b>First 5 Funding</b>	<b>Funding from Other Sources</b>	<b>Total</b>
<b>Personnel</b> (Job title, % FTE, full-time salary)			
1. Dept Director - Resource&Referral .50 FTE \$57,990	\$ 23,196.00	\$ 5,799.04	\$ 28,995.04
2. Program Manager .60 FTE \$46,800	\$ 28,080.00		\$ 28,080.00
3. Program Coordinator-Spanish .15 FTE \$40,394	\$ 6,059.00		\$ 6,059.00
4. Program Manager-Case Mgmt .30 FTE \$46,800	\$ 11,700.00	\$ 2,340.00	\$ 14,040.00
5. Dept Director - Centers .05 FTE \$57,990		\$ 2,899.52	\$ 2,899.52
6. Dept Director - ECES .05 FTE \$57,990		\$ 2,899.52	\$ 2,899.52
7. Dept Director - Subsidized Pymts .05 FTE \$57,990		\$ 2,899.52	\$ 2,899.52
<b>Employee Benefits (~18% of salaries)</b>	\$ 13,996.00	\$ 2,916.00	\$ 16,912.00
<b>Materials and Supplies</b>			
1. Program Supplies	\$ 934.00		\$ 934.00
2. Provider & Parent Training Materials	\$ 500.00		\$ 500.00
3. Duplication of Materials for Providers and Parents	\$ 1,000.00		\$ 1,000.00
<b>Other Operating Expenditures</b>			
1. Preschool Scholarships (40 FTE children at max of \$10,000)	\$400,000.00		\$400,000.00
2. Subcontract for Assessments & Accreditation Bonuses	\$ 18,500.00		\$ 18,500.00
3. Consultants (Trainers for Provider Cohort Meetings/Trainings)	\$ 1,000.00		\$ 1,000.00
4. Mileage	\$ 800.00		\$ 800.00
5. Postage and Delivery			\$ -
6. Rent/Telephone/Equipment Usage.		\$ 2,010.00	\$ 2,010.00
7. Outreach Events/Advertising		\$ 500.00	\$ 500.00
<b>SUBTOTAL</b>	\$505,765.00	\$ 22,263.60	\$528,028.60
<b>Administrative Overhead/Indirect Costs</b> (not to exceed 15%) Includes administrative staff wages and benefits, and administrative portion of supplies, equip. maintenance, telephone, insurance and consultants, mileage and audit.	\$ 18,665.00	\$ 5,411.00	\$ 24,076.00
<b>TOTAL</b>	\$524,430.00	\$ 27,674.60	\$552,104.60

**MODIFICATION NUMBER THREE OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND  
TRIPLE P AMERICA, INC**

On November 30, 2009, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as “County”, and Triple P America, Inc., (a corporation), hereinafter referred to as “Contractor”, entered into a service agreement pursuant to which the Contractor agreed to provide certain services to the County on behalf of its First 5 Sonoma County Commission, for the implementation of the Triple P – Positive Parenting Program in accordance with the program goals and objectives outlined in the First 5 Sonoma County Commission Strategic Plan.

Effective \_\_\_\_\_, and 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, Paragraph 1.1 is hereby revised to read as follows:

1.1 Contractor's Specified Services. In addition to the services described in “Exhibit A.1-2 – Scope of Work,” effective March 1, 2012, Contractor shall perform the services described in “Exhibit A.3 Letter of Agreement – Amended Scope of Work Adding one Level 3 Training, Preaccreditation and Materials for Sonoma County Office of Education.” In the event of a conflict between the body of this Agreement and Exhibit A.3, the provisions in the body of this Agreement shall control.

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

2. Payment. For all services and incidental costs required under this Modification 3, Contractor shall be paid in accordance with the following terms as outlined here and specified in Exhibit B.3:

Total payments to Contractor shall not exceed one million, eight hundred forty-one thousand, nine hundred and twenty-four dollars (\$1,841,924) without the prior written approval of County.

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:   
Brad Thomas, President and COO  
Triple P America, Inc.

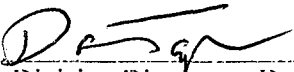
Date: 4/25/13

**COUNTY OF SONOMA:**

By: \_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

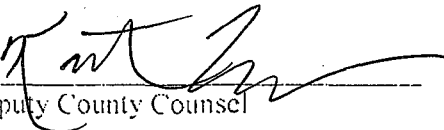
Date: \_\_\_\_\_

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

By:   
Division Director or Designee

Date: 4/26/13

**Approved as to Form:**

By:   
Deputy County Counsel

Date: 4/30/13

## Triple P America Mod #3 Scope of Work

Covering period from November 30, 2009 to June 30, 2015

**Organization:** Triple P America

**Project Title:** Triple P Training

**Project Summary:** This contract Modification #3 adds one Triple P Level 3 Primary Care training and Preaccreditation Training, plus Triple P materials for two years for the providers trained in this course, at 2012-13 prices to First 5 Sonoma County's contract #6816-09-TRI-PP-160 with Triple P America. The training, preaccreditation, and half the materials to be delivered in FY 2012-13; the remaining half of the materials to be delivered in FY 2013-14.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (, Process Outputs)	Measurable Program Outcomes
We will employ the following key strategies to achieve our desired outcomes:	Strategies will occur on this schedule (months):	We will employ the following person(s) to be responsible for completion.	We expect the strategies to produce the products:	We expect that once completed the strategies will achieve the following measurable changes/results in our target populations/service systems:
1. Add one Level 3 Primary Care Training to the Triple P America contract at TPA's FY12-13 prices (includes accreditation)	Delivered in FY 12-13	TPA contracted trainer	15-20 Sonoma County providers will be trained and certified in Triple P Level 3	
2. Add one Level 3 Primary Care Preaccreditation Training to the Triple P America contract at TPA's FY12-13 prices	Delivered in FY 12-13	TPA contracted trainer	15-20 Sonoma County providers will participate in the preaccreditation training	
3. Add 2 years worth of Triple P Level 3 Primary Care materials for up to 20 trained providers to the Triple P America contract at TPA's FY12-13 prices	Half in FY 12-13; Half in FY 13-14	First 5 will order and Triple P will deliver	Each trained provider will receive materials to deliver Level 3 Triple P to 50 families per year	

Organization: Triple P America (TPA)  
 Project Title: Triple P Training and Stay Positive Websites  
 Contract Period: 11/30/09 - 6/30/15

		FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	Total
1	Advance payment of 25% of the original budget for FY 09/10-12/13	\$ 136,250						\$136,250
2	Advance payment of 25% of the additional budget for FY 10/11-14/15 (in two payments of 12.5%)			\$ 147,068	\$ 147,068			\$294,136
	<b>Subtotal of prepayments</b>	<b>\$ 136,250</b>	<b>\$ -</b>	<b>\$ 147,068</b>	<b>\$ 147,068</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$430,386</b>
3	Trainings costs per year--70% of the total cost of each class delivered	\$ 58,100	\$ 104,965	\$ 198,492	\$ 164,713	\$ 118,572	\$108,385	\$753,227
4	Pre-accreditation days costs per year--70% of the total cost of each Pre-accreditation day delivered			\$ 27,619	\$ 23,370	\$ 15,317	\$ 13,524	\$ 79,830
5	Clinical consultation costs per year--70% of the total cost of each clinical consultation hour delivered		\$ 1,750	\$ 16,800	\$ 16,800	\$ 14,420	\$17,808	\$ 67,578
	<b>Subtotal of trainings and related services at 70%</b>	<b>\$ 58,100</b>	<b>\$ 106,715</b>	<b>\$ 242,911</b>	<b>\$ 204,883</b>	<b>\$ 148,309</b>	<b>\$ 139,717</b>	<b>\$900,635</b>
6	Implementation resources--i.e. tipsheets, workbooks, DVDs, etc.--will be paid at 75%. (The withholding of 5% of the total does not apply to this item.)			\$ 111,908	\$ 93,187	\$ 62,595	\$ 58,500	\$ 326,190
7	Final payment (5% reserved on all trainings, preaccreditation days, and clinical consultation sessions).						\$ 64,331	\$ 64,331
	<b>Total of trainings, resources, and related services</b>	<b>\$ 194,350</b>	<b>\$ 106,715</b>	<b>\$ 501,887</b>	<b>\$ 445,138</b>	<b>\$ 210,904</b>	<b>\$ 262,548</b>	<b>\$1,721,542</b>
8	Additional clinical consultation costs for Level 4 providers trained before July 2011			\$ 12,000				\$ 12,000
9	Stay Positive Website expenses				\$ -	\$ 27,500	\$ 27,500	\$ 55,000
10	Stay Positive Website anticipated price increase pending First 5 approval					\$ 825	\$ 850	\$ 1,675
11	Level 3 Individual Training Plus Preaccreditation for Sonoma County Office of Education (at 2012/13 prices). No prepay or 5% withheld.				\$ 26,895			\$ 26,895
12	Level 3 Individual materials for two years, including shipping, handling, and tax at 8.5%				\$ 12,406	\$ 12,406		\$ 24,812
	<b>Total Budget</b>	<b>\$ 194,350</b>	<b>\$ 106,715</b>	<b>\$ 513,887</b>	<b>\$ 484,439</b>	<b>\$ 251,635</b>	<b>\$ 290,898</b>	<b>\$ 1,841,924</b>

MODIFICATION NUMBER ONE OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA  
AND  
VIVA STRATEGY COMMUNICATIONS, LLC.

WHEREAS, on February 25, 2012 the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), on behalf of the First 5 Sonoma County Commission, hereinafter referred to as "Commission," and VIVA Strategy + Communications, LLC (hereinafter "Contractor").

WHEREAS, the parties desire to modify their Agreement; and

NOW, THEREFORE, effective \_\_\_\_\_, 2013, and pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Delete Exhibit B in its entirety and replace with Exhibit B1
2. Modify Provision 2. Payment to read as follows:

2. Payment For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:  
Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B-1, provided, however, that payments to Contractor shall not exceed fifty-two thousand, three hundred seventy-four dollars and fifty-eight cents (\$52,374.58) in FY 11/12, two hundred forty-two thousand, six hundred twenty-five dollars and forty-two cents (\$242,625.42) in FY 12/13, one hundred fifty-five thousand (\$155,000) in FY 13/14, and one hundred fifty-five thousand (\$155,000) in FY 14/15, and that total payments to Contractor shall not exceed six hundred five thousand dollars (\$605,000), without the prior written approval of County. Any balance remaining at the end of FY 11-12, FY 12/13, and FY 13/14 shall automatically be carried forward to the subsequent fiscal year. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.



3. Modify Provision 12 “Method and Place of Giving Notice, Submitting Bills and Making Payments” 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:

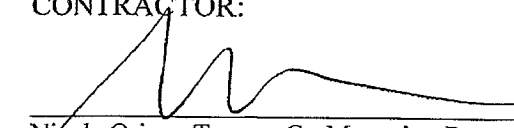
TO: COUNTY: First 5 Sonoma County Commission  
Alfredo Perez, Executive Director  
Department of Health Services  
490 Mendocino Avenue, Suite 202  
Santa Rosa, CA 95401  
(707) 565-6680  
[alfredo.perez@sonoma-county.org](mailto:alfredo.perez@sonoma-county.org)

TO: CONTRACTOR: VIVA Strategy and Communications, LLC  
Nicole Oriana Tanner, Ph.D.  
555 O’Neill Avenue, #8  
Belmont, CA 94002  
(805) 641-3172  
[Nicole@viva-strategy.com](mailto:Nicole@viva-strategy.com)

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

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

CONTRACTOR:

  
\_\_\_\_\_  
Nicole Oriana Tanner, Co-Managing Partner  
VIVA Strategy and Communications, LLC


Date 4/13/13

COUNTY OF SONOMA:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services


Date \_\_\_\_\_

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

  
\_\_\_\_\_  
Division Director or Designee  
Public Health Division

Date 4/18/13

Approved as to Form:

  
\_\_\_\_\_  
County Counsel (If applicable)

Date 4/30/13

**VIVA Strategy + Communications**

**Social Marketing Budget**

**February 25, 2012-June 30, 2015**

Activity	Year 1: March 1- June 30, 2012	Year 2: July 1, 2012-June 30, 2013	Original for Year 3: FY 2013-2014	Change for FY2013-2014	Revised Year 3: FY2013-2014	Original Year 4: FY2014-2015	Change for FY2014-2015	Revised Year 4: FY2014-2015	Activity Totals
<b>Hand in Hand</b>									
Consultant	\$13,937.50	\$34,700.50	\$34,688		\$34,688	\$34,688		\$34,688	\$118,014
Products and services production and purchase	\$14,263.50	\$116,648.50	65,062		\$65,062	65,062		\$65,062	261,036
Evaluation	\$4,200.00	\$5,250.00	5,250		\$5,250	5,250		\$5,250	19,950
Hand in Hand total	\$32,401.00	\$156,599.00	105,000	0	\$105,000	105,000	0	\$105,000	399,000
<b>Stay Positive</b>									
Consultant	\$14,255.00	\$14,421.00	0	14,338	\$14,338	0	14,338	\$14,338	57,352
Products and services production and purchase	\$3,068.58	\$68,955.42	0	33,012	\$33,012	0	33,012	\$33,012	138,048
Evaluation	\$2,650.00	\$2,650.00	0	2,650	\$2,650	0	2,650	\$2,650	10,600
Stay Positive total	\$19,973.58	\$86,026.42	0	50,000	\$50,000	0	50,000	\$50,000	206,000
<b>Contract totals</b>	<b>\$52,374.58</b>	<b>\$242,625.42</b>	<b>\$105,000</b>	<b>\$50,000</b>	<b>\$155,000</b>	<b>\$105,000</b>	<b>\$50,000</b>	<b>\$155,000</b>	<b>\$605,000</b>



## 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 of Sonoma County

**Board Agenda Date:** June 4, 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:** HIV/HCV Outreach, Education, and Testing Services Agreement

### **Recommended Actions:**

Authorize the Director of Health Services to execute the second amendment to an agreement with Drug Abuse Alternatives Center for human immunodeficiency virus (HIV) and hepatitis C virus (HCV) outreach, education, and testing services, increasing the contract by \$21,000 resulting in a new total not to exceed amount of \$747,115 for the period October 1, 2011 through June 30, 2016.

### **Executive Summary:**

This item requests approval to execute the second amendment to an agreement with Drug Abuse Alternatives Center for human immunodeficiency virus (HIV) and hepatitis C virus (HCV) outreach, education, and testing services, increasing the contract by \$21,000 resulting in a new total not to exceed amount of \$747,115 for the period October 1, 2011 through June 30, 2016. The increased funding will result in expanded testing at primary and mobile facilities to provide rapid HIV testing and risk-reduction counseling to 400 additional high-risk individuals.

Centers for Disease Control and Prevention (CDC) data show that approximately 250,000 Americans are unaware that they are HIV positive. HIV testing is a critical first step in educating individuals and improving opportunities to reduce infection rates and the long term health of those with HIV infection.

In July 2009, following CDC recommendations, the Department of Health Services implemented the Sonoma County HIV/HCV Prevention and Testing Initiative to focus resources on four primary strategies for HIV prevention including:

- Make HIV/HCV testing a part of routine medical care
- Make HIV/HCV testing more available in non-medical community settings
- Work with HIV-positive individuals and their partners to reduce transmission risk
- Reduce perinatal HIV transmission

The goals of the initiative are to reduce the risk of unintentional transmission of HIV/HCV, reduce the cost of care for HIV positive individuals entering care at more advanced stages of the illness, and improve the long term health outcomes of persons infected with HIV by linking them to ongoing primary

care.

In July 2011, the Department received additional funding for HIV/HCV testing and outreach from the California Department of Public Health Office of AIDS and the federal Substance Abuse and Mental Health Services Administration. A competitive process conducted by the Department resulted in an award to Drug Abuse Alternatives Center (DAAC) of a five year contract in the amount of \$721,115 for the period October 1, 2011 through June 30, 2016 to provide HIV/HCV testing, education, prevention, and treatment services.

In March 2013, the Substance Abuse and Mental Health Services Administration granted the Department an additional \$21,000 in funding for additional HIV and Hepatitis C Virus (HCV) prevention, testing, and linkages to services in the community to be completed in FY 12-13. As a result of DAAC's experience with the target HIV/HCV population and existing contract for these services, the Department recommends amending the current DAAC contract to include an additional \$21,000 for HIV/HCV testing and prevention services.

**Prior Board Actions:**

On October 18, 2011 the Board authorized the Director of Health Services to execute an agreement with Drug Abuse Alternatives Center to provide HIV outreach, education, and testing services for the term October 1, 2011 through June 30, 2016 for a total of \$721,115. On July 31, 2012 the Board authorized the Director of Health Services to execute the first amendment to the agreement increasing the contract by \$5,000, resulting in a new total not to exceed amount of \$726,115.

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

HIV testing is a critical first step in educating individuals and improving opportunities to reduce infection rates and improve the long term health of those with HIV infection.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 21,000	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 21,000
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 21,000</b>	<b>Total Sources</b>	<b>\$ 21,000</b>

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

The FY 12-13 budget includes a total of \$175,223 for this agreement. The FY 11-12 budget included \$124,223 for this agreement. The remaining amount of the \$447,669 will be included in future fiscal year budgets.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Drug Abuse Alternatives Center Agreement			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

**MODIFICATION NUMBER TWO OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND  
DRUG ABUSE ALTERNATIVES CENTER**

On October 21, 2011, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as “County”, and **Drug Abuse Alternatives Center**, 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 2.2 is hereby revised to read as follows:

Maximum Payment Obligation. As compensation for the services provided pursuant to Article 1.1 of this Agreement, Contractor shall receive the following sum to the extent funds are available to County: FY 11/12 (\$124,223); FY 12/13 (**\$175,223**); FY 13/14 (\$149,223), FY 14/15 (\$149,223), FY 15/16 (\$149,223). In no event shall County be obligated to pay Contractor more that the total sum of Seven Hundred Fifty Two Thousand One Hundred and Fifteen Dollars (**\$747,115**) under the terms and conditions of this Agreement.

2. Exhibit A.1, **Scope of Work**, is hereby deleted in its entirety and Exhibit A.2, including the FY12-13 Addendum, is added to the terms and conditions of this agreement.

3. Exhibit B.1, **Budget**, is hereby deleted in its entirety and Exhibit B.2, is 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.

∞ The remainder of this page left blank intentionally ∞

Sonoma County Department of Health Services  
Public Health Division  
Drug Abuse Alternatives Center  
Disease Control - 6420-2000  
FY 11-16 Agreement for Services, Mod #2

IN WITNESS WHEREOF, the parties, have caused this Amendment to be duly executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR:**

By: M. Stewart  
Marlus Stewart, Managing Director  
Drug Abuse Alternatives Center

Date: 4/1/2013

**COUNTY OF SONOMA:**

By: \_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

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

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

By: D. [Signature]  
Division Director or Designee

Date: 4/15/13

**Approved as to Form:**

[Signature]  
County Counsel

Date: 4/12/13



**Exhibit A.2**  
**HIV Testing**  
**Scope of Work**  
**FY 11-12 through FY 15-16**

**HIV Education Outreach and Testing Scope of Work**  
**October 1, 2011 – June 30, 2012**

**Target Population:** HIV-negative individuals at high risk for HIV infection, with a specific focus on substance users, men who have sex with men, disenfranchised youth, and low income individuals not connected to primary care.

**Objective:** Provide HIV education, testing, counseling, and needle exchange services to at least 1,800 high risk target population individuals annually, including: risk assessments, referrals and linkages to needed primary care and support services.

**Activities**

The selected contractor will:

- Work with DHS staff to develop a countywide plan for fixed and mobile site HIV counseling, testing and needle exchange services, including education, risk assessment, and linkages to needed resources and care services.
- Secure memorandums of understanding with all public and at least three private ATOD treatment sites to provide HIV/HCV education, testing and counseling services to clients.
- Develop plans for partners services and linkages to care consistent with state and federal guidelines
- Ensure that testing staff, including at least one bi-lingual/bi-cultural staff member, have completed all required state training; are certified by the State Office of AIDS; and are proficient in conducting HIV testing and counseling services according to state and federal guidelines.
- Arrange for proper disposal of used syringes via licensed bio-hazard hauler.
- Maintain records of all testing services using State Office of AIDS approved procedures and forms
- Enter all testing data into the Office of AIDS LEO database.
- Deliver bi-annual progress reports on all testing services to the County Department of Health Services.
- Participate in the HIV Service Providers Coalition meetings.

Contractor will provide the following services annually:

- Conduct at least 90 HIV group education sessions to at least 750 individuals at treatment sites.
- Conduct HIV/HCV testing for at least 300 high-risk individuals at treatment sites, consistent with state and federal guidelines.
- Conduct at least 245 post-test counseling and test result sessions at the treatment sites, consistent with state and federal guidelines.
- Provide HIV education and testing to at least 300 individuals at high risk for HIV at non-treatment sites (such as through community/mobile outreach, at needle exchange sites, homeless shelters, county jail, etc.).
- Conduct at least 245 HIV post-test counseling and test result sessions at the non-treatment sites, consistent with state and federal guidelines.
- Utilize mobile unit to provide weekly needle exchange, education, testing and care/treatment service referrals to at least 350 injection needle users.
- Utilize mobile units to provide education and testing to at least 500 individuals at 3 or more community events that cater to the targeted high-risk communities: injection needle using/MSM/ disenfranchised youth and/or low income individuals that may not be linked to primary care/routine testing opportunities.
- Successfully link 100% of all those who test positive to HIV care and support services.
- Provide at least 200 HCV counseling and testing for high risk individuals at treatment sites and non-treatment sites, consistent with state and federal guidelines.
- Provide outreach and/or educational HCV and STD sessions for at least 200 high risk populations at non-clinical sites, such as community parks, shelters, vineyards, and/or in partnership with community-based organizations targeting these communities.

**HIV Education Outreach and Testing Scope of Work**  
**July 1, 2012 – June 30, 2016**

**Target Population:** HIV-negative individuals at high risk for HIV infection, with a specific focus on substance users, men who have sex with men, disenfranchised youth, and low income individuals not connected to primary care.

**Objective:** Provide HIV education, testing, counseling, and needle exchange services to at least 2000 high risk target population individuals annually, including: risk assessments, referrals and linkages to needed primary care and support services.

**Activities**

The selected contractor will:

- Work with DHS staff to develop a countywide plan for fixed and mobile site HIV counseling, testing and needle exchange services, including education, risk assessment, and linkages to needed resources and care services.
- Secure memorandums of understanding with all public and at least three private ATOD treatment sites to provide HIV/HCV education, testing and counseling services to clients.
- Develop plans for partners services and linkages to care consistent with state and federal guidelines
- Ensure that testing staff, including at least one bi-lingual/bi-cultural staff member, have completed all required state training; are certified by the State Office of AIDS; and are proficient in conducting HIV testing and counseling services according to state and federal guidelines.
- Arrange for proper disposal of used syringes via licensed bio-hazard hauler.
- Maintain records of all testing services using State Office of AIDS approved procedures and forms
- Enter all testing data into the Office of AIDS LEO database.
- Deliver bi-annual progress reports on all testing services to the County Department of Health Services.
- Participate in the HIV Service Providers Coalition meetings.

On an annual basis the selected agency will:

- Conduct at least 120 HIV group education sessions to at least 1,000 individuals at treatment sites.
- Conduct HIV/HCV testing for at least 500 high-risk individuals at treatment sites, consistent with state and federal guidelines.

- Conduct at least 425 post-test counseling and test result sessions at the treatment sites, consistent with state and federal guidelines.
- Provide HIV education and testing to at least 500 individuals at high risk for HIV at non-treatment sites (such as through community/mobile outreach, at needle exchange sites, homeless shelters, county jail, etc.)
- Conduct at least 300 HIV post-test counseling and test result sessions at the non-treatment sites, consistent with state and federal guidelines.
- Utilize mobile units to provide weekly needle exchange, education, testing and care/treatment service referrals to at least 500 injection needle users.
- Utilize mobile units to provide education and testing to at least 500 individuals at 3 or more community events that cater to the targeted high-risk communities: injection needle using/MSM/ disenfranchised youth and/or low income individuals that may not be linked to primary care/routine testing opportunities.
- Successfully link 100% of all contacts who test positive to HIV care and support services.

**HIV Testing Prevention/Education Scope of Work  
FY 12-13 Addendum, to be completed by June 30, 2013**

**Target Population:** Individuals at high risk for HIV infection, *with a specific focus on men who have sex with men*, disenfranchised youth, low-income individuals, and monolingual Spanish speaking, sex industry workers, and substance users, in particular injection drug users.

**Objective:** Expand staff, and processes to be able to increase HIV education, testing, and risk-reduction counseling services to high risk target population individuals, including: risk assessments, referrals and linkages to needed primary care and support services.

**Activities**

The contractor will:

- Expand testing hours at a primary satellite site (Face to Face, Santa Rosa, CA) from 12 to 32 hours per week.
- Expand mobile testing to new static and rotating sites most frequented by high risk individuals (and based upon the most recent epidemiological data report which highlights trends among women, Latinos and especially foreign-born men)
- Expand high risk testing to the two County jail facilities (Main and North County) reaching those sentenced to the local jail as well as those individuals on early release due to AB109 recently released from the prison system.
- Provide rapid HIV test and risk-reduction counseling to 400 additional high-risk individuals.
- Collect data for input into the State Office of AIDS database (LEO) for all testing & counseling encounters. Maintain records of all testing services using State Office of AIDS approved procedures and forms.
- By June 30, 2013, have at least three staff persons and 15 volunteers (including Face to Face associates) who are state certified HIV test counselors (must have completed all required state training; be certified by the State Office of AIDS; and be proficient in conducting HIV testing and counseling services according to state and federal guidelines.) At least four testers will speak Spanish.
- Participate in monthly Test Counselor's meeting for ongoing training and support.
- Finalize an outreach plan for testing in coordination with other agencies in the county.
- Expand the scope of the County-approved Sonoma County Hepatitis AIDS Risk Reduction Program (SHARP) syringe exchange to include overdose prevention education and distribution of narcan to prevent overdose deaths among the injection drug-using community. Provision overdose education and materials according to program protocols via (D.O.P.E. Project) certified staff and volunteers.

- Develop an integrated approach allowing for the provision of STI testing at non-clinical sites, such as at fixed, rotating and mobile van sites.
- In partnership with La Luz, Nuestra Voz and other local agencies, Implement a short-term saturation campaign with migrant farm workers and other communities of the Latino population in Sonoma County.
- Participate in the HIV Service Providers Coalition Prevention Committee to plan and coordinate HIV prevention strategies throughout the county.
- Develop a process to successfully link 100% of all those who test positive to HIV care and support services
- Distribute condoms, lube, and educational materials on HIV, Hepatitis, and STIs
- Submit a report documenting the completion of the elements in this scope of work by July 10, 2013 to receive full payment of additional \$21,000.

Exhibit B.2

FY 2011/2012								
Agency:		DAAC						
County of Sonoma Department of Health Services Prevention Funds							<b>\$124,223</b>	
Project Title:		HIV Testing/Counseling - Outpatient						
Contract Period:		July 1, 2011 - June 30, 2012						
						MGA	ADP	
PERSONNEL								
	Title	%Time	Months/ Year	Full time Salary			2011-2012 Budget	
1.	Lynn Campanario		12	61,443	2,520	0	2,520	
2.	Lorie Violette	0.04	12	35,325	21,804	6,374	28,178	
3.	Delfina Ramos	0.80	12	32,891	11,163	15,801	26,964	
4	On-call staff			1,700	0	1,700	1,700	
Sub-Total Salaries					35,487	23,875	59,362	
FRINGE BENEFITS		22.52 % of salaries			7,992	5,377	13,368	
TOTAL PERSONNEL COSTS					43,479	29,252	<b>\$72,730</b>	
OPERATING EXPENSES								
	Category	Allocation Basis						
1.	Office Supplies					0	233	\$233
2	Materials					0	7,580	\$7,574
3	Rent					0	653	\$653
4	Telephone					0	824	\$824
5	Travel (+Gas, Oil and Vehicle Maintenance)				0	4,500	\$4,500	
6	Mileage					0	1,820	\$1,820
7	Training / Continuing Education / Capacity Building				0	350	\$350	
8	Computer Charges					0	350	\$350
9	Liability Ins					0	2,595	\$2,595
10	Printing					0	30	\$30
11	Legal Services					0	0	\$0
12	Other: Depreciation, Mortgage Expense, Lab tests/supplies, Licenses, Janitorial Services, Maintenance prop)				0	16,355	\$16,355	
TOTAL OPERATING EXPENSES					0	35,290	<b>\$35,284</b>	
INDIRECT COSTS					6,522	9,681	16,203	
<b>TOTAL</b>					<b>\$50,000</b>	74,223	<b>\$124,223</b>	

Sonoma County Department of Health Services  
 Public Health Division  
**Drug Abuse Alternatives Center**  
**Disease Control – 6420-2000**  
 FY 11-16 Agreement for Services, Mod #2

**FY 2012/2013**

Agency: DAAC  
 County of Sonoma Department of Health Services Prevention Funds  
 Project Title: HIV Testing/Counseling - Outpatient  
 Contract  
 Period: July 1, 2012 - June 30, 2013

**\$175,223**

					MGA	ADP		
PERSONNEL							Addendum	2012-2013
	Title	%Time	Months/ Year	Full time Salary			Variance	Budget
1.	Lynn Campanario OPT Services Director	0.04	12	61,443	2,520	859		3,379
2.	Lorie Violette HIV/HCV Coordinator	0.80	12	35,325	21,804	13,521		35,325
3.	Delfina Ramos Bilingual HIV/HCV Specialist/Educator	0.82	12	32,891	11,163	21,728		32,891
4	On-call staff HIV/HCV Specialist/Educator	0.05	12	1,700	0	1,700		1,700
5	On-call staff TBD/Face to Face	Bilingual HIV/HCV Tester/Ed	0.55	4	5,400		5,400	5,400
6	Off-site Program Director	0.10	4	5,800		5,800	5,800	5,800
Sub-Total Salaries					35,487	49,008	11,200	84,495
FRINGE BENEFITS 23.4 % of salaries					7,992	10,921	2,409	18,913
<b>TOTAL PERSONNEL COSTS</b>					<b>43,479</b>	<b>59,929</b>	<b>13,609</b>	<b>\$103,408</b>
OPERATING EXPENSES								
	Category	Allocation Basis						
1.	Office Supplies				0	500	250	\$500
2	Materials and medical supplies HCV Test Kits				5,000	12,086	3,500	\$17,086
3	Rent				0	1,900	1,200	\$1,900
4	Telephone				0	1,100	250	\$1,100
5	Travel (+Gas, Oil and Vehicle Maintenance)				0	6,000		\$6,000
6	Mileage				0	2,604		\$2,604
7	Training / Continuing Education / Capacity Building				0	350	250	\$350
8	Computer Charges				0	350		\$350
9	Liability Ins				0	2,845	250	\$2,845
10	Printing				0	0		\$0
11	Legal Services				0	0		\$0
12	Other: Depreciation, Mortgage Expense, Lab tests/supplies, Licenses, Janitorial Services, Maintenance prop)				0	17,925		\$17,925
<b>TOTAL OPERATING EXPENSES</b>					<b>5,000</b>	<b>45,660</b>	<b>5,700</b>	<b>\$50,660</b>
INDIRECT COSTS					6,522	14,634	1,691	21,156
<b>TOTAL</b>					<b>\$55,000</b>	<b>\$120,223</b>	<b>\$21,000</b>	<b>\$175,223</b>



Sonoma County Department of Health Services  
 Public Health Division  
**Drug Abuse Alternatives Center**  
**Disease Control – 6420-2000**  
 FY 11-16 Agreement for Services, Mod #2

FY 2013/2014							
Agency:	DAAC						
County of Sonoma Department of Health Services Prevention Funds							<b>\$ 149,223</b>
Project Title:	HIV Testing/Counseling - Outpatient						
Contract Period:	July 1, 2013 - June 30, 2014						
PERSONNEL							
				Full time			2013-2014
	<u>Title</u>	<u>%Time</u>	<u>Salary</u>	<u>MGA</u>	<u>ADP</u>		<u>Budget</u>
1.	Lynn Campanario	OPT Services Director	0.04	61,443	2,520	859	3,379
2.	Lorie Violette	HIV/HCV Coordinator	0.80	35,325	21,804	13,521	35,325
3.	Delfina Ramos	HIV/HCV Specialist/Educ	0.82	32,891	11,163	21,728	32,891
4.	On-call staff	HIV/HCV Specialist/Educator		1,700	0	1,700	1,700
				Sub-Total Salaries	35,487	37,808	<b>73,295</b>
	FRINGE BENEFITS	22.53 % of salaries			7,992	8,512	16,504
					43,479	46,320	<b>\$89,799</b>
OPERATING EXPENSES							
	<u>Category</u>						
1.	Office Supplies				0	250	\$250
2	Materials				0	8,586	\$8,586
3	Rent				0	700	\$700
4	Telephone				0	850	\$850
5	Travel (+Gas, Oil and Vehicle Maintenance)				0	6,000	\$6,000
6	Mileage				0	2,604	\$2,604
7	Training / Continuing Education / Capacity Building				0	100	\$100
8	Computer Charges				0	350	\$350
9	Liability Ins				0	2,595	\$2,595
10	Printing				0	0	\$0
11	Legal Services				0	0	\$0
12	Other: Depreciation, Mortgage Expense, Lab tests/supplies, Licenses, Janitorial Services, Maintenance prop)				0	17,925	\$17,925
					0	39,960	<b>\$39,960</b>
	INDIRECT COSTS				6,522	12,943	19,465
				<b>TOTAL</b>	<b>\$50,000</b>	99,223	<b>\$149,223</b>

Sonoma County Department of Health Services  
Public Health Division  
**Drug Abuse Alternatives Center**  
**Disease Control – 6420-2000**  
FY 11-16 Agreement for Services, Mod #2

FY 2014/2015							
Agency:	DAAC						
County of Sonoma Department of Health Services Prevention Funds							<b>\$ 149,223</b>
Project Title:	HIV Testing/Counseling - Outpatient						
Contract Period:	July 1, 2014 - June 30, 2015						
<b>PERSONNEL</b>							
				Full time			2014-2015
	<u>Title</u>	<u>%Time</u>	<u>Salary</u>	<u>MGA</u>	<u>ADP</u>		<u>Budget</u>
1.	Lynn Campanario	OPT Services Director	0.04	61,443	2,520	859	3,379
2.	Lorie Violette	HIV/HCV Coordinator	0.80	35,325	21,804	13,521	35,325
3.	Delfina Ramos	HIV/HCV Specialist/Edu	0.82	32,891	11,163	21,728	32,891
4.	On-call staff	HIV/HCV Specialist/Educator		1,700	0	1,700	1,700
Sub-Total Salaries					35,487	37,808	<b>73,295</b>
FRINGE BENEFITS	22.53 % of salaries				7,992	8,512	16,504
					43,479	46,320	<b>\$89,799</b>
<b>OPERATING EXPENSES</b>							
	<u>Category</u>						
1.	Office Supplies				0	250	\$250
2	Materials				0	8,586	\$8,586
3	Rent				0	700	\$700
4	Telephone				0	850	\$850
5	Travel (+Gas, Oil and Vehicle Maintenance)				0	6,000	\$6,000
6	Mileage				0	2,604	\$2,604
7	Training / Continuing Education / Capacity Building				0	100	\$100
8	Computer Charges				0	350	\$350
9	Liability Ins				0	2,595	\$2,595
10	Printing				0	0	\$0
11	Legal Services				0	0	\$0
12	Other: Depreciation, Mortgage Expense, Lab tests/supplies, Licenses, Janitorial Services, Maintenance				0	17,925	\$17,925
					0	39,960	<b>\$39,960</b>
INDIRECT COSTS					6,522	12,943	19,465
<b>TOTAL</b>					<b>\$50,000</b>	<b>99,223</b>	<b>\$149,223</b>

Sonoma County Department of Health Services  
 Public Health Division  
**Drug Abuse Alternatives Center**  
**Disease Control – 6420-2000**  
 FY 11-16 Agreement for Services, Mod #2

FY 2015/2016							
Agency:	DAAC						
County of Sonoma Department of Health Services Prevention Funds							<b>\$ 149,223</b>
Project Title:	HIV Testing/Counseling - Outpatient						
Contract Period:	July 1, 2015 - June 30, 2016						
<b>PERSONNEL</b>							
				Full time			2015-2016
	<u>Title</u>		<u>%Time</u>	<u>Salary</u>	<u>MGA</u>	<u>ADP</u>	<u>Budget</u>
1.	Lynn Campanario	OPT Services Director	0.04	61,443	2,520	859	3,379
2.	Lorie Violette	HIV/HCV Coordinator	0.80	35,325	21,804	13,521	35,325
3.	Delfina Ramos	HIV/HCV Specialist/Educ	0.82	32,891	11,163	21,728	32,891
4.	On-call staff	HIV/HCV Specialist/Educator		1,700	0	1,700	1,700
Sub-Total Salaries					35,487	37,808	<b>73,295</b>
FRINGE BENEFITS		22.53 % of salaries			7,992	8,512	16,504
					43,479	46,320	<b>\$89,799</b>
<b>OPERATING EXPENSES</b>							
	<u>Category</u>						
1.	Office Supplies				0	250	\$250
2	Materials				0	8,586	\$8,586
3	Rent				0	700	\$700
4	Telephone				0	850	\$850
5	Travel (+Gas, Oil and Vehicle Maintenance)				0	6,000	\$6,000
6	Mileage				0	2,604	\$2,604
7	Training / Continuing Education / Capacity Building				0	100	\$100
8	Computer Charges				0	350	\$350
9	Liability Ins				0	2,595	\$2,595
10	Printing				0	0	\$0
11	Legal Services				0	0	\$0
12	Other: Depreciation, Mortgage Expense, Lab tests/supplies, Licenses, Janitorial Services, Maintenance prop)				0	17,925	\$17,925
					0	39,960	<b>\$39,960</b>
INDIRECT COSTS					6,522	12,943	19,465
<b>TOTAL</b>					<b>\$50,000</b>	<b>99,223</b>	<b>\$149,223</b>



## 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 of Sonoma County

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-4700

**Supervisory District(s):**

Countywide

**Title:** Summer Food Service Program Inspections Agreement

### **Recommended Actions:**

Authorize the Director of Health Services to execute Standard Agreement Number CN130050 to receive revenue from the California Department of Education for the period July 1, 2013 through September 16, 2013 to conduct health and sanitation inspections for the Summer Food Service Program in an amount not to exceed \$29,960.

### **Executive Summary:**

This item requests approval to execute Standard Agreement Number CN130050 to receive revenue from the California Department of Education for the period July 1, 2013 through September 16, 2013 to conduct health and sanitation inspections for the Summer Food Service Program in an amount not to exceed \$29,960.

The Department of Health Services, Environmental Health and Safety Section, safeguards public health and the environment and promotes safety by eliminating or minimizing hazards through education, regulation and cooperative relationships with the community. The Department currently conducts food safety inspections at approximately 85 public and private schools each year to verify that food handling safety practices are in compliance with California Retail Food Code standards.

The California Department of Education (CDE), Nutrition Services Division, operates the Summer Food Service Program providing lunches for children in conjunction with summer school programs at up to 40 sites in Sonoma County. CDE requests that the Department perform health and sanitation inspections of these sites for the period July 1, 2013 through September 16, 2013. In previous years the Department has conducted these inspections at the request of CDE and in accordance with state and local environmental health standards. The reimbursement will be used to offset the costs of inspection services.

### **Prior Board Actions:**

On June 7, 2011 the Board approved an agreement with the CDE for FY 11-12. On June 8, 2010– the Board approved an agreement with the CDE for FY 10-11.

<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
Food safety inspections conducted through this program will help to verify that food handling safety practices are in compliance with California Retail Food Code standards.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The FY 13-14 proposed budget includes \$27,092 for this agreement. The remaining \$2,868 will be appropriated through the FY 13-14 first quarter consolidated budget adjustment process.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
California Department of Education Standard Agreement # CN130050			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

April 17, 2013

**DEPT. OF HEALTH SVCS**

**APR 22 2013**

**ENVIRONMENTAL  
HEALTH DIVISION**

Christine Sosko, Director of Environmental Health and Safety  
County of Sonoma  
625 5<sup>th</sup> Street  
Santa Rosa, CA 95404

Subject: CN130050

Dear Ms. Sosko:

Please complete the following checked item(s) and return for further processing to:

**Contracts, Purchasing and Conference Services  
California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

Please note the General Terms and Conditions for Standard Agreements (GTC) are available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>. However, if you do not have Internet capabilities, you may request a hard copy by contacting the office listed above.

- STD 213 Standard Agreement with attached exhibits. Sign the first page of the Standard Agreement package (STD 213) and the additional three single STD 213s.
- Initial where stamped on all copies.
- Complete and sign the Federal Requirement/Federal Assurances Certifications.
- Complete and sign the Darfur Act Certification.
- Provide one copy of the board resolution/**certified** board minutes or excerpt of board minutes authorizing person to sign in your behalf approving the agreement.
- Provide a copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insureds.
- STD CCC-307, Contractor Certification Clauses. Please sign and return page one.

Christine Sosko, Director of Environmental Health and Safety

April 16, 2013

Page 2

Failure to do so will prohibit the State of California from doing business with your company.

- STD 204, Payee Data Record. No payment can be made unless this form is completed and returned.
- The attached Agreement is signed on behalf of the California Department of Education (CDE). Continue processing and when approved, return the original to this office.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this Agreement is appreciated. For inquiries regarding this Agreement, **please contact the California Department of Education, Contracts, Purchasing, and Conference Services, at (916) 322-3050.**

Sincerely,

*Margie Burke*

Margie Burke, Manager  
Contracts, Purchasing and Conference Services

MB:nr  
Attachment(s)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**CN130050**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Education

CONTRACTOR'S NAME

County of Sonoma

2. The term of this Agreement is: 07/01/13 through 09/16/13



3. The maximum amount of this Agreement is: \$ 29,960.00  
 Twenty-Nine Thousand Nine Hundred Sixty Dollars and Zero Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	1 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
County of Sonoma		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
625 5 <sup>th</sup> Street Santa Rosa, CA 95404		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
California Department of Education		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Sharon Taylor, Director, Personnel Services Division		
ADDRESS		
1430 N Street, Room 1802, Sacramento, CA 95814		

Exempt per:



EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The contractor, County of Sonoma, will provide health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction.

II. PROJECT MONITORS:

The CDE assigns **Alexzandria LeTourneau (916) 324-3824** as state project monitor to oversee this project. Said monitor is not authorized to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The contractor assigns **Christine Sosko (707) 565-6521** as contractor project monitor to oversee this project. Said monitor is not authorized to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

**SCOPE OF WORK**

The contractor, County of Sonoma, will provide health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction. These inspections will be conducted in accordance with state and local environmental health standards. The inspectors visit food preparation facilities and/or sites where meals are delivered and eaten. Inspectors will also observe for safe and sanitary food handling techniques as well as proper storage of food, including leftovers. Equipment used in the transporting and delivery of meals will be tested for temperature and damage control. The inspectors will provide written inspection reports to the SFSP program sponsors and to the California Department of Education (CDE). The inspectors shall furnish all labor and material to perform the inspection services.

The Department of Education's Responsibility: The CDE will direct each sponsor participating in the SFSP to notify its respective health department of the agency's participation in the program and the location of each of its site and/or food preparation facility.

Contractor will provide a total of 56 inspections.

The contractor shall submit all invoices to the CDE no later than September 16, 2013. Invoices received by the CDE after September 16, 2013, may not be paid. The contractor shall submit to the CDE for review copies of all reports generated as a result of the contractor's inspections. The contractor shall keep on file all reports for three years following the conclusion of the contract. The contractor shall submit to the CDE a list of all agencies inspected during the contract period and identify which inspections are being billed.

EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. INVOICING AND PAYMENT:**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number CN130050** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

California Department of Education  
Nutrition Services Division  
1430 N Street, Suite 4503  
Sacramento, CA 95814  
Attention: Alexzandria LeTourneau

**II. BUDGET CONTINGENCY CLAUSE (Rev. 9/12):**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

**III. PAYMENT:**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**IV. TRAVEL:**

All travel costs shall be reimbursed at rates not to exceed those established for CDE's nonrepresented employees, computed in accordance with and allowable pursuant to applicable Department of Personnel Administration regulations.

**V. BUDGET ADJUSTMENTS (Rev. 7/09):**

Surplus funds from a given line item of the budget may be used to defray allowable direct costs under the budget line items up to ten percent (10%) with prior written approval of the Department of Education. Any change of more than ten percent (10%) requires a contract amendment and approval by the State Department of General Services. Budget adjustments shall not be allowed which increase compensation rates.

**Exhibit B  
 Budget Detail**

County of Sonoma

Contractor will provide a total of 56 inspections for a total of \$29,960.00

Inspections to be conducted: <b>July 1, 2013 – September 10, 2013</b>						
Type of Site	Number of Inspections		Fee Per Site Inspection		Total Cost	Total Cost Agreement
Vended Feeding Sites	56	X	\$535.00	=	\$29,960.00	
On-site Preparation Sites	0	X	\$0.00	=	\$0.00	
Meal Preparation Facilities	0	X	\$0.00	=	\$0.00	

**Total Contract**

**\$29,960.00**

**EXHIBIT D**  
**SPECIAL TERMS & CONDITIONS**

**I. RESOLUTION OF DISPUTES:**

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

**ADDITIONAL PROVISIONS**

**I. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Years covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day termination clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

**II. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:**

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**III. RIGHT TO TERMINATE:**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.



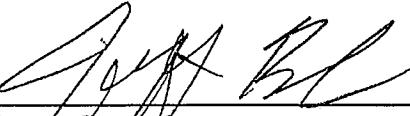
Supplemental Signature Page for  
California Department of Education  
Standard Agreement Number CN130050  
Term: July 1, 2013 through September 16, 2013  
DHS Contract Number: 2013-0088-A00

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

Dated 5/16/13

Approved as to form:

  
\_\_\_\_\_  
County Counsel

Dated 5/10/13



## County of Sonoma Agenda Item Summary Report

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

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

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

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Carol Allen, 565-2549

**Supervisorial District(s):**

All

**Title:** Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Manager's Association (SCLEMA)

### **Recommended Actions:**

Adopt resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the SCLEMA for the period of June 4, 2013 through December 1, 2015

### **Executive Summary:**

Representatives of the County and of the Sonoma County Law Enforcement Manager's Association (SCLEMA) met and conferred and have reached a tentative agreement (Attachment A) regarding the terms and conditions of employment for a successor Memorandum of Understanding (MOU) to become effective upon Board approval. The SCLEMA membership voted and ratified the tentative agreements. The goals of reducing pension costs, reducing total salary and benefits costs by 3%, and assisting families with healthcare costs have all been achieved in this agreement.

Following is a brief summary of the major changes of the recommended successor MOU:

#### **New Pension Tiers and Increased Employee Pension Contributions**

- General members hired on or after January 1, 2013 who do not qualify for reciprocity: 2.0% @ 62 pension formula, Final Compensation based on 3 year average.
- Safety members hired on or after January 1, 2013 who do not qualify for reciprocity: 2.0% @ 50 pension formula, Final Compensation based on 3 year average.
- Employee pension contributions: All new employees shall pay 3.03% (General) and 3.0% (Safety) of the employee's pensionable compensation toward the employer's contribution to retirement costs. These contributions will be used to pay unfunded pension liability.
- Employer Paid Member Contribution (EPMC): Effective pay period beginning June 11, 2013, the County will stop paying 1.0% of the employee's share of normal retirement costs.

#### **3% On-Going Total Compensation Reduction/Reduce Pensionable Pay**

- Holiday Compensatory Time: Eliminate the ability to receive pensionable compensation for a holiday.
- Floating holiday hours converted to vacation accrual.
- Vacation: Reduce pensionable pay by eliminating the ability for employees to receive pay for up to 80

hours of vacation annually.

- Sick Leave: Reduce pensionable pay by eliminating the ability for employees to receive pay up to 24 hours of unused sick leave annually.
- Limit 25% sick leave payout at separation.
- Eliminate Compensatory Time cash out until separation

### **Health and Welfare Benefits**

- Eligible employees will receive a County contribution into a Health Reimbursement Arrangement (HRA) based on county medical plan enrollment.
  - Effective June 11, 2013: EE+1 = \$100/mo.; EE+2 = \$300/mo
  - Effective August 15, 2014: EE+1 = \$124/mo; EE+2 = \$400/mo
  - Effective May 12, 2015: EE+1 = \$169/mo; EE+2 = \$465/mo

### **Additional Provisions**

- Term – June 4, 2013 – December 1, 2015
- Term Extension if necessary for SCLEMA MOU to expire 90 days after the DSLEM MOU expiration but no later than June 1, 2016.
- Salaries –Increase salary scales by 1.0% effective October 28, 2014 and increase salary scales by 2.0% effective July 7, 2015.
- Added provision for carryover of donated physical fitness funds.
- Rewriting of language for clarity and ease of administration.
- Voluntary Time Off provisions incorporated into MOU language
- Elimination of base wage premiums.
- One – Time, Lump-Sum, Non-Recurring, Non- Pensionable Payments – Full-time SCLEMA represented employees will receive one-time, lump-sum, non-recurring, non-pensionable payments:

July 9, 2013:

\$ 682.50

+ \$100 into HRA (if enrolled in County offered medical plan)

December 4, 2013:

\$1,102.00

December 3, 2014:

\$787.50

+ \$100 into HRA (if enrolled in County offered medical plan)

### **Prior Board Actions:**

June 22, 2010, Board adopted SCLEMA MOU, Resolution #10-0517

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

The successor MOU reflects the joint efforts of the County and SCLEMA to minimize costs and impacts to the County's adopted budget and future pension costs.

**Fiscal Summary - FY 12-13**

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

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

This agreement produces approximately \$175,000 in on-going saving for each full fiscal year. This is partially offset by approximately \$45,000 annually in HRA contributions. Due to implementation for only one month in FY 12-13, net savings of \$6,285 is achieved in FY 12-13.

Staff reviewed the financial impact of the salary increases included in the agreement consistent with Government Code Section 23026 and have concluded that the increases will have no impact on the funding status of the County employees' retirement system since the system already assumes annual increases greater than those included in the agreement for purposes of setting employer and employee contribution rates. Further the contribution rates established by the retirement board will be applied to all salaries including those increased under the agreement.

**Staffing Impacts**

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

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

**Attachments:**

A – SCLEMA Tentative Agreements

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



County of Sonoma  
State of California

---

Date: June 4, 2013

Item Number: \_\_\_\_\_

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

---

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Approving The Memorandum Of Understanding Between the County of Sonoma And The  
Sonoma County Law Enforcement Management Association, For The Period Of June 4, 2013  
Through December 1, 2015**

**Whereas**, the Sonoma County Law Enforcement Manager's Association (SCLEMA) is a recognized employee organization representing employees in law enforcement classifications in Probation, Corrections, Welfare Fraud, and Criminal Investigations;

**Whereas**, the County met and conferred with representatives of SCLEMA to negotiate a successor Memorandum of Understanding (MOU);

**Whereas**, the County and SCLEMA. negotiators have reached a tentative agreement on the terms of the new MOU;

**Whereas**, the SCLEMA membership voted and ratified the terms of the tentative agreements to be recommended to the Board of Supervisors for approval;

**Whereas**, the terms and conditions of the tentative agreements are within the prescribed authority of this Board;

**Whereas**, the County has satisfied its obligation under Government Code Section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended successor MOU;

**Now, Therefore, Be It Resolved**, that this Board hereby approves the Tentative Agreements (Attachment A) setting the terms and conditions of the successor MOU between the County and the SCLEMA which is attached and incorporated by reference herein;

**Be It Further Resolved** that the terms and conditions of the MOU shall be in full force and effect from June 4, 2013 Through December 1, 2015, except as specified otherwise in the MOU;

Resolution #

Date:

Page 2

**Finally, Be It Resolved** that the County Administrator and the Director of Human Resources have the authority to take any necessary administrative actions to implement the provisions of this resolution.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**COUNTY OF SONOMA**  
**Sonoma County Law Enforcement Management Association (SCLEMA)**  
**Bargaining Unit: 44**

**TENTATIVE AGREEMENT – Article 2 – TERM**

May 9, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**ARTICLE 2 – TERM**

2.1 The following Articles shall constitute the wages, hours, and other terms and conditions for employees in the bargaining unit listed in Article 1 of this Memorandum. The parties agree that all changes contained herein shall become effective upon adoption by the Board of Supervisors, ~~June 22, 2010,~~ unless otherwise specified. It is the intent of the parties that This Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on September 8, 2012 December 1, 2015. However, in the event the successor to the current Memorandum of Understanding between the County and the Deputy Sheriff's Law Enforcement Management Unit (DSLEM) expires after September 30, 2015, this Memorandum between the County and SCLEMA shall expire and terminate at 12:00 midnight 90 days after the expiration of the successor DSLEM MOU, but in no event later than June 1, 2016.

In the event the Association or the County desires to negotiate a successor Memorandum of Understanding, either party ~~the Association~~ shall serve on the ~~County~~ other by March 3, 2012 July 1, 2015, its written request to commence negotiations ~~and its initial written proposals.~~

FOR THE COUNTY:

Bruce Allen

Date: 5/9/13

FOR SCLEMA:

[Signature]

Date: 5/9/13



**COUNTY OF SONOMA**  
**Sonoma County Law Enforcement Management Association (SCLEMA)**  
**Bargaining Unit: 44**

**TENTATIVE AGREEMENT – Article 3 – DEFINITIONS**

April 22, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**ARTICLE 3 – DEFINITIONS**

**3.1 Non-Application**

None of the following definitions are intended to apply in the administration of the County Employee’s Retirement Law of 1937 or to the County’s Civil Service Ordinance nor the Rules of Civil Service Commission.

**3.2 Definitions**

**APPROVED LEAVE OF ABSENCE:** any paid or unpaid absence from work that has been approved by the employee’s department head.

**BASE HOURLY RATE:** the base hourly rate shall be the hourly rate corresponding to the salary step in the salary range to which the employee is assigned.

**BI-WEEKLY PAY PERIOD:** fourteen (14) consecutive calendar days which begins on a Tuesday and ends with the second Monday thereafter.

**BREAK IN SERVICE:** a break in employment from the County such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

**CALENDAR YEAR:** January 1 through December 31.

**COMPENSATORY TIME:** time off with pay at the base hourly rate to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

**COUNTY:** the County of Sonoma, any of its organizational units or boards and commissions, as administratively determined by the County; may include department heads, Board of Supervisors, Chief Administrative Officer or a supervisor.

**DEPARTMENT HEAD:** the Chief Probation Officer, Sheriff-Coroner, Director of Human Services, District Attorney or their designees.

**DOMESTIC PARTNER:** the term "domestic partner" as used in the MOU is based on the following:

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County an "Affidavit of Domestic Partnership" attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the state of California, and mentally competent to consent to contract and are not acting under fraud or duress;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the county in writing if there is a change of circumstances attested to in the affidavit; and
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

**EMERGENCY OPERATIONS:** the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the county knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

**EMPLOYEE:** any person legally employed by the County and a member of the bargaining unit represented by the Association.

**EMPLOYEE FULL-TIME:** an employee who is employed in an allocated position which is regularly scheduled for 80 hours of work in each pay period.

EMPLOYEE PART-TIME: an employee who is employed in an allocated position which requires work each pay period, but less than that required of a full-time employee.

EXTRA-HELP EMPLOYEES: as defined in the Civil Service Rules and not represented by this bargaining unit.

FLEX-TIME WORK SCHEDULE: a non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule.

PAY PAID STATUS: whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

PROBATIONARY EMPLOYEE: an employee who is serving a probationary period as provided in the Civil Service Rules.


PROBATIONARY PERIOD: a period which shall be used by the department head to determine the employee's fitness for permanent status in accordance with the Civil Service Rules.

REGULAR WORK DAY: a 24-hour period containing a specified number of hours of work and normally interrupted by a meal break.

SALARY: means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves, or other economic benefits.

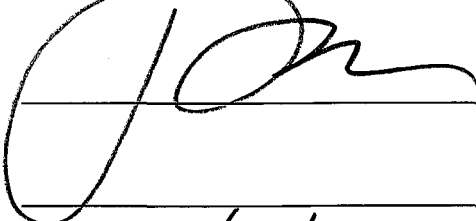
SALARY RANGESCALE: the salary level for any given classification. The salary range scale shall consist of nine salary steps, each approximately 2 ½ % apart and identified with the letter "A" through "I". Each salary range scale shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary range. Similarly, each step of the salary range scale shall be expressed in cents per hour.

FOR THE COUNTY:

  
\_\_\_\_\_

Date: April 22, 2013

FOR SCLCMA:

  
\_\_\_\_\_

Date: 4/22/13

COUNTY OF SONOMA

Sonoma County Law Enforcement Management Association (SCLEMA)

Bargaining Unit: 0044

**TENTATIVE AGREEMENT – Article 4 – Salaries and Administration of the  
Salary Schedule**

May 9, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

**ARTICLE 4 – SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE**

4.1 Salary

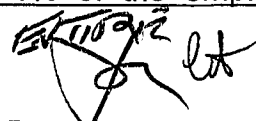
- A. A. Salary rangescales shall be specified in Appendix A for each classification contained within the unit represented by the Association.
- B. Effective with the pay period that begins on June 11, 2013, the County shall compensate bargaining unit members on the Salary Table Scales specified in Appendix A for each classification.
- C. Effective with the pay period that begins October 28, 2014, the County shall increase by one percent (1.0%) the A-I Step of each scale in the Salary Table specified in Appendix A and attached to this Agreement. This increase shall not apply to employees in the classifications of Correctional Lieutenant and Sheriff’s Captain (Corrections). (Refer to 4.1 E).
- D. Effective with the pay period that begins July 7, 2015, the County shall increase by two percent (2.0%) the A-I Step of each scale in the Salary Table specified in Appendix A and attached to this Agreement. This increase shall not apply to employees in the classifications of Correctional Lieutenant and

Sheriff's Captain (Corrections). (Refer to 4.1 E).

B-E. Effective September 8, 2010, the classifications of Sheriff's Captain (Correctional) and Correctional Lieutenant, in this bargaining unit (44) shall receive the same base wage rate as the Sheriff's Office Captain and Lieutenant in the DSLEM bargaining unit (43).

F. Effective February 24, 2009, the County will pick up 1% of the employee's share towards retirement. This benefit (Employer Pick-up) shall not apply to employees in the classifications of Correctional Lieutenant and Sheriff's Captain (Corrections).

G. Effective with the pay period that begins June 11, 2013, Section 4.1F (Employer Pick-up) shall be eliminated from the MOU, The County shall stop picking up the 1% Employer Paid Member Contribution ("EPMC"), and each represented employee shall pay the 4% of the employee's share.

Handwritten signature and initials, possibly "L. J. [unclear]" and "lt".

#### 4.1.1 One-Time, Lump Sum, Non-Recurring, Non-Pensionable Payments

##### A. July 9, 2013 Payment

On July 9, 2013, the County shall pay each full-time represented employee a one-time, lump sum, non-recurring, and non-pensionable payment of six hundred and eighty-two dollars and fifty cents (\$682.50). In addition, on July 9, 2013, the County shall contribute into each full-time represented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00) for employees enrolled in a County sponsored medical plan. For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

##### B. July 10, 2013 – June 30, 2014 Payment

On December 4, 2013, the County shall pay each full-time represented employee a one-time, lump sum, non-recurring, and non-pensionable payment of one thousand and one hundred and two dollars (\$1,102.00). For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

#### C. July 1, 2014-October 31, 2015 Payment

On December 3, 2014, the County shall pay each full-time represented employee a one-time, lump sum, non-recurring, and non-pensionable payment of seven hundred and eighty-seven dollars and fifty cents (\$787.50). In addition, on December 3, 2014, the County shall contribute into each full-time represented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.) for employees enrolled in a County sponsored medical plan. For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

#### 4.1.2 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, or approximately a maximum of \$600 per month. Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

#### 4.2 Salary Upon Appointment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and the advancement to rates greater than the minimum rate shall be within the limits of the salary ~~range~~scale for the class.

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the department head with approval of the County.

#### 4.3 Consideration Upon Reappointment or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary rangescale within two years of resignation shall not be paid less than two steps below the step paid at the time of resignation. Approval of the County is required only if the person is rehired at a step which exceeds the step paid at the time of resignation. A full-time or part-time employee who resigns in good standing and, within one month of the date of resignation, is appointed to an extra-help job in any unrelated class may, with approval of the department head, receive the salary step rate which is closest to but does not exceed the step rate received upon resignation.

#### 4.4 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step in the appropriate salary rangescale which is nearest in amount to that of the step received in the classification in which the employee was extra-help. Employment at a higher salary step not to exceed the maximum of the rangescale may be authorized upon recommendation of the department head and approval of the County.

#### 4.5 Extra-Help to Extra-Help Appointment

An extra-help employee who is appointed to another extra-help job in the same class or in another class to which the same salary rangescale is applicable, shall continue to receive the same salary step.

An extra-help employee who was employed in one class and who, without a break in service, is appointed as an extra-help employee to a different class at a lower salary rangescale, shall receive the salary rate step in the lower rangescale which is closest to, but not exceeding, the rate paid in the former rangescale. This provision does not apply to extra-help employment in more than one extra-help position

#### 4.6 Return of Extra-Help Employees

When an extra-help employee returns within one year from the date of

termination to a classification which the employee previously occupied, the employee shall receive the same step of the rangescale as the employee received upon separation. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

#### 4.7 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff in the same class from which separated or in a closely related class in the same salary rangescale or in a lower salary rangescale than the class from which separated, shall be paid at the same step in the salary rangescale as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the step of the rangescale which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

#### 4.8 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary rangescale than the class from which the employee was promoted shall receive the salary step rate of the appropriate rangescale which would constitute an increase of salary most closely equivalent to five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary rangescale of the new class nor greater than the maximum salary of the new class.

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequent the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Article 4.18.



4.9 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but does not exceed the top of the rangescale.

4.10 Salary Upon Demotion During Probation (Failed Probation)

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

4.11 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary rangescale than the class from which the employee is demoted shall have the employee's salary step rate reduced to the salary in the rangescale for the new class next lower than, or not more than five (5) percent lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the rangescale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

4.12 Salary Upon Voluntary Demotion

A full- or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary rangescale than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the rangescale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary rangescale for the new class. The

employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

4.13 Salary Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

4.14 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step which the employee was receiving prior to the transfer or in another class to which the same salary rangescale is applicable, shall continue to receive the same salary step.

A full-time or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class for which s/he possesses the minimum qualification shall be paid at the step in the new scale nearest in amount to what the employee received prior to transfer.

A closely related job class is defined as a job class that has sufficiently similar duties and minimum qualifications to make a change of status compatible with Merit System Standard, and has a salary scale that is within four (4) percent above or below the employee's current job classification's salary scale.

4.15 Salary Upon Reallocation of Class

An employee in a position of a class which is reallocated from one salary rangescale to another shall continue to receive the same salary step.

4.16 Salary Upon Reclassification of Position

Whenever a position is reclassified to a class which is allocated to the same salary rangescale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary rangescale, the salary of the incumbent shall be as provided by this section upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever a position is reclassified to a class which is allocated to a lower salary rangescale, the salary of the incumbent shall be as provided by this section upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Board of Supervisors may, upon recommendation by the Human Resources Director, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, until a percentage increase in pay may be authorized, or as otherwise agreed to by the affected employee and the department head, with the approval of the Human Resources Director and the Association, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the salary rangescale for the employee's class.

#### 4.17 Merit Advancement Within Salary RangeScales

Merit increases within a rangescale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head or designee. Merit increases shall be made within the appropriate salary rangescale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status exclusive of overtime within the current class equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in pay status exclusive of overtime at each step to which advanced equals 2,080 hours.

#### 4.18 Effective Date of Merit Increase

All merit increases will be effective on the date that the employee is eligible in accordance with Section 4.17 (Merit Advancement Within Salary Scales). If the

~~employee's date of eligibility for a merit increase occurs during the first seven (7) calendar days of the pay period, the merit increase shall be effective the first day of the payroll period in which the employee was eligible. If the employee's date of eligibility for a merit increase occurs during the second seven (7) calendar days of the payroll period, the merit increase shall be effective the first day of the following pay period.~~

~~Effective upon implementation of the Human Resources Management System (HRMS), the effective date of the merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase.~~

#### 4.19 Salary Upon Temporary Promotion

An employee assigned by the department head to perform the full rangescale of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who is expected to ~~meets the minimum qualifications of the higher classification, and who serves~~ continuously in such assignment for more than 15 consecutive days of work, shall be paid ~~retroactive to the first hour worked and thereafter~~ according to the salary of the rangescale for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position.

#### 4.20 POST Premiums

Each eligible employee who has been awarded a valid Intermediate or Advanced Certificate issued by the California Commission on Peace Officers' Standards and Training (POST) shall be eligible for POST premium compensation upon presentation of said certificate to the County.

Each eligible employee who has been awarded a valid POST Intermediate Certificate shall receive 2.5% of base hourly rate thereafter; each eligible employee who has been awarded a valid Advanced Certificate shall receive 5%

of base hourly rate thereafter; added to the employee's base hourly rate for all compensation.

FOR THE COUNTY:

Carol Allen

Date: 5/9/13

FOR SCLEMA:

[Signature]

Date: 5/9/13

COUNTY OF SONOMA

Sonoma County Law Enforcement Management Association (SCLEMA)

Bargaining Unit: 0044

**TENTATIVE AGREEMENT – Article 5 – HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

May 9, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**ARTICLE 5 – HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES**

5.1 Active Employee Health Plans

~~Effective June 2, 2009, an~~ An eligible employee ~~and eligible dependent(s) (as defined below), is~~ are allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or, dependent life insurance or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retiree’s plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered Health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 5.2.8-6 regarding plans offered and proration of benefits for part-time employees).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the employee’s spouse or domestic partner; or

- A child based on your plan's age limits or a disabled dependent child regardless of age.

5.2 Participation—Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to participate—enroll in a County offered health plan will take place during the first full pay period within the first 30 days following employment date of appointment hire to a permanently allocated position of .409FTE or greater or it shall be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Sect 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following the date of hire initial eligibility.

5.2.1 County Offered Medical Plan(s)

For eligible employees covered under this MOU, there are three medical plans in addition to the HMOs described in Section 5.2.2: Effective June 1, 2013, the County will offer three medical plans, the County Health Plan PPO, County Health Plan EPO, and Kaiser HMO (\$10 co-pay) plan. The benefit provisions, co-payments and deductibles of each plan are outlined in the Plan's Summary Plan Description or Evidence of Coverage, as of June 1 of each coverage year.

5.2.2 County Offered Health Maintenance Organization (HMO) Medical Plan(s)

The County may offer up to two (2) HMO medical plans to eligible employees and their eligible dependent(s). Specific reference to a vendor listed below does not obligate the County to continue to offer a medical plan offered by a specific vendor. -The County may change health insurance carrier(s) and/or network provider(s) provided the plan design(s) are substantially equivalent. The HMOs shall have the following co-pays:

<u>Benefit Type</u>	<u>Co-pay</u>
<u>Kaiser Office Visit</u>	<u>\$10</u>
<u>Kaiser Prescription Drug</u>	<u>\$5 generic/ \$10 formulary brand name</u>
<u>UnitedHealthCare Office Visit</u>	<u>\$10</u>
<u>UnitedHealthCare Prescription Drug</u>	<u>\$5 generic/ \$15 formulary brand name/ \$30 non-formulary brand name</u>

For all other plan benefits and provisions, refer to the insurance carrier's plan document

~~for each HMO medical plan.~~

#### 5.2.32 Contributions Toward Medical Insurance for Active Employees

~~Effective June 2, 2009, the~~The County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 5.2.86.

#### 5.2.43 Dental Benefits

The County ~~will offers~~ dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). ~~For all plan bBenefits and provisions, ee-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. refer to the insurance plan document.~~

The employee contribution(s) will be:

~~Employee Contribution:~~ shall be \$12.00 per pay period (\$26.098 per month).

The County shall contribute to part-time employees on a pro-rated basis, in accordance with Section 5.2.86.

#### 5.2.54 Vision Benefits

The County ~~will provides offers vision and computer vision care~~ benefits to full-time active employees and their dependent(s) with no employee contribution. A computer vision care plan is included for the employee only. ~~For all plan benefits and provisions, refer to the insurance plan document. The County will pay the total cost of the premium for vision benefits for full-time active employees.~~

Part-time employees will be enrolled automatically in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 5.2.86.

Benefit provisions, ee-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.



#### 5.2.6 Computer Vision Care Benefits

~~The County will offer a Computer Vision Care (CVC) benefit. Full-time and part-time employees who are assigned to use a computer for twenty hours per week or more on an ongoing basis, as a part of their regular job assignment, will be eligible for the CVC benefit. Employees who do not meet the ongoing twenty-hour per week threshold, but are experiencing problems can contact their supervisor to arrange for an assessment by Risk Management.~~

~~Eligible employees will receive a CVC eye examination and, if prescribed, CVC lenses and frames through arrangement with the County's CVC vendor.~~

#### 5.2.75 Life Insurance

~~The County shall provide to each eligible employee, with no employee contribution at no expense to the employee, a basic term life insurance plan equivalent to two (2) times the employee's annual salary (computed on the basis of multiplying the biweekly salary in effect at the time of death by 26.089) for an allocated full-time equivalent position of sixty hours or more (0.75 FTE or more). The premium for this benefit shall be paid by the County. Enrollment in basic life insurance is automatic, based on eligibility.~~

~~Each eligible and enrolled employee may purchase through payroll deduction dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage.~~

~~Each Eligible employees may is also eligible to purchase supplemental life insurance for himself or herself/herselves at their own expense upon initial eligibility or during the annual open enrollment periods specified in Section 5.2. The employee may purchase supplemental coverage in increments one times (1X) to 4 times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy, as described in the County's contract with the insurance carrier. Such supplemental employee-only insurance will become effective when the employee successfully completes the enrollment and application process. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.~~

~~Each eligible and enrolled employee may purchase through payroll deduction dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage. For all other plan benefits and~~

~~provisions, refer to the insurance policy document.~~

#### 5.2.86 Part-Time Employee – Health Plans

- A. Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period plus eligible unpaid leaves as required by law such as FMLA and CFRA, excluding overtime. Employees in allocated positions of fewer than 32 hours biweekly and receiving health benefits, prior to June 1, 2010, will be grandfathered and remain eligible to receive pro-rated benefits.
- B. A part-time employee covered under this MOU, whose allocated position is 0.75 FTE or greater bi-weekly, shall receive medical, dental, and vision coverage as if the part-time employee were a full-time employee. Said part-time employee shall receive life insurance and long-term disability insurance in accordance with the employee's FTE.
- C. Except for part-time (0.75 FTE+) employees referred to in this Section 5.2.8(B), part-time employees shall not be eligible to participate in the County's life insurance program.

#### 5.3 Employee Assistance Program

The County will continue the current level of benefits under the Employee Assistance Program (EAP) for all represented employees during the term of this Memorandum.

The County and the Association agree to continue the Employee Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his or her job performance. Employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluations or discipline.

#### 5.4 Long-Term Disability Program

Effective October 1, 2009, the County shall deduct from each member's paycheck the amount of \$10.39 per pay period for PORAC LTD coverage. The parties acknowledge that this results in an average per member cost savings to the County in excess of \$73.00 per month. The County agrees to share in the cost savings with the members of SCLEMA only as long as it is cost neutral to the County on a going forward basis as follows:

~~A. Effective October 1, 2009, the~~The County shall contribute \$24.28 per pay period to each member's Deferred Compensation Account (See Appendix D for calculations). ~~Due to the capacity of current payroll system, the monies shall be deposited in each member's account every six months, April 1st, and October 1st, of each calendar year. The County will deposit into a member's Deferred Comp account a pro-rated amount, for any member separating from County employment between October 1st, and April 1st; or between April 1st, and October 1st, of each calendar year.~~

~~B. Six month's after implementation of the County's Human Resources Management System, the County shall deposit the above amount on a per pay period basis.~~

~~C.B.~~ The parties agree that this benefit does not increase the Long-Term Disability cost to the County for its members, now or in the future. Should PORAC increase the monthly LTD premium or the employer's share of the pension cost increase above 40.41% of salary, the deferred compensation contribution discussed in 5.4 A of this agreement shall be adjusted accordingly.

If the County's cost for retirement on the increased deferred compensation contribution increases from the percentage in effect on 7/30/09, the amount of direct contribution by the County will decrease to preserve the cost neutral agreement between the parties.

#### 5.4.1 Claims Disputes over LTD

~~Outside Provider Plan:~~ The Provider (PORAC) claims dispute process is described in the Plan Document.

#### 5.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

#### 5.5.1 Workers' Compensation Temporary Disability—Supplementing with Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury, compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is forty (40) hours or less.

- Once the sick leave balance is forty (40) hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is forty (40) hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

5.6 Health Benefits During Leaves of Absence — Non Medical Leaves Without Pay Medical, Dental, & Vision Benefits- LWOP or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the employee's allocated full-time equivalent in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total health plan premium(s), if the employee desires to continue coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to no less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

5.6.1 Health Benefits-Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14<sup>th</sup>) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for making a timely election and by paying COBRA premiums by the due date. ~~the full cost of the insurance premiums.~~ Prior to the exhaustion of the thirteen (13) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Section shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 5.6.1 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue

where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

~~The employee's eighteen (18) month entitlement under COBRA law shall begin when FMLA/CFRA/CPDL has been exhausted and the employee is no longer eligible for a county contribution toward medical benefits. goes on an unpaid leave, which is less than fifty percent (50%) of the employee's allocated hours. When an the employee returns to work and has at least fifty percent (50%) of the employee's allocated full-time equivalent in pay status, eligibility for a county contribution toward health benefits is regained. Active Bbenefit coverage begins the first of the following month and COBRA coverage ends the day before, in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the eighteen (18) month COBRA time period starts over again. A new eighteen (18) month COBRA period begins again from the pay period in which the employee has a reduction of hours below fifty percent (50%) of the employee's allocated full-time equivalent, as this would constitute a new qualifying event under COBRA.~~

#### 5.6.2 Continuation of Health Benefits Coverage

An employee who is entitled to continued County paid benefit coverage as specified in Section 5.6 (Medical, Dental, & Vision Benefits- LWOP or Unpaid Absence Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay) and 5.6.1 (Health Benefits-Medical/Pregnancy Disability Leave -Medical/Pregnancy Disability Leave), must notify the Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue their participation in their County offered health plans insurance coverage. A Request for Leave of Absence form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's Office two weeks in advance of the first day of absence when leave is authorized.

To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's eOffice no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period due date, he/she will receive one (1) reminder notice. In order to reinstate prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

Only one (1) reminder notice will be sent ~~to the employee~~. If the employee fails to make proper payment to the ACTTC by the end of the second pay period within 30 days of the

first due date, the employee's continued medical, dental, vision, life insurance and ~~Long-Term Disability~~ LTD coverage shall be terminated. Coverage will not be reinstated until the 1<sup>st</sup> of the month following return to pay status.

### 5.6.3 Part-Time Employees – Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 5.2.8-6 For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in long-term disability as specified in Section 5.4 (Long-Term Disability).

### 5.7 COBRA

The County ~~will continue to provide~~ insurance continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable. ~~In the event this Act is rendered inapplicable to the County, either by legislative or judicial action, the County shall, from the effective date of such action, not follow its provisions.~~

### 5.8 Salary Enhancement Plans

#### IRS Section 414(h)(2)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code, which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

#### IRS Section 125

Premium Conversion: The County shall continue, under IRS Code Section 125, to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. -The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

~~Benefits eligible for this conversion are premium contributions for group medical, dental, and vision benefits and do not constitute any contribution from the County.~~

Health Flexible Spending Account: The County ~~shall continue to offer under IRS Code Section 105,~~ provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of ~~employees qualified~~ eligible medical expenses not reimbursed or covered under medical, dental and vision insurance plans. Such expenses include deductible, co-pays, and qualified medical expenses not

reimbursed by the employee's health insurance plan and shall be expanded to the will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program: The County will ~~continue the~~ provides a Child and Dependent Care Assistance Plan Program under IRS Code Section 129 subject to the limitations and maximums as stipulated under law.

All of these above plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, are not subject to Article 27 (Grievance Procedure) of the Memorandum.

#### 5.9 Plan Documents and Other Controlling Documents

While mention may be made in ~~this MOU~~ herein of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. ~~The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on the Sonoma County Human Resources web site (<http://hr.sonoma-county.org>).~~

The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management.

#### ~~5.10 Long Term Care Payroll Deduction~~

~~The County agrees that represented employees may purchase CalPERS Long Term Care Insurance at their own expense through bi-weekly payroll deduction as long as the County is eligible to participate in the CalPERS payroll deduction program.~~

~~Each employee is responsible to submit his/her own application and any subsequent membership changes directly to CalPERS, as CalPERS Long Term Care is not a County program or under County direction. CalPERS may directly invoice employees for missed payroll deductions or premiums due prior to start-up of payroll deduction.~~

#### ~~5.11 Voluntary Retiree Medical Program~~

~~The parties agree that the County may exercise a re-opener during the term of this agreement to meet and confer on the development of creating 1) a choice of retiree medical benefit plans for all eligible employees, whereas they may elect to participate in the new tier defined contribution plan, and 2) a voluntary employee paid retiree medical savings vehicle (e.g., VEBA).~~

5.10 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning on June 11, 2013, all eligible full and part-time employees as defined in Article 3.2, enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on county medical plan enrollment as described herein. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

For active employees meeting the above eligibility criteria, the County will contribute the amount specified in the table below, per pay status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis in accordance with Section 5.2.6.

<u>Coverage Level</u>	<u>Effective 6/11/2013 – 8/14/2014</u>		<u>Effective 8/15/2014 - 5/11/2015</u>		<u>Effective 5/12/2015 – 10/31/2015</u>	
	<u>Per Pay Status Hour</u>	<u>Monthly Equivalent</u>	<u>Per Pay Status Hour</u>	<u>Monthly Equivalent</u>	<u>Per Pay Status Hour</u>	<u>Monthly Equivalent</u>
<u>EE +1</u>	<u>\$ .58</u>	<u>\$ 100</u>	<u>\$ .71</u>	<u>\$ 124</u>	<u>\$ .97</u>	<u>\$ 169</u>
<u>EE + 2</u>	<u>\$ 1.73</u>	<u>\$ 300</u>	<u>\$ 2.30</u>	<u>\$ 400</u>	<u>\$ 2.67</u>	<u>\$ 465</u>

Access to reimbursement under the HRA Plan will become effective June 11, 2013. County contributions pursuant to this article will be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee or dependent(s) as defined under Internal Revenue Code Sections 105 and 106.

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Section 6.3. The parties agree that the health benefits in this Article 5 are available only to active employees. When this MOU ends on December 1, 2015, or later by extension of the term, the parties agree that the health benefits in this Article 5 are subject to negotiations for a successor MOU.

The County of Sonoma Health Reimbursement Arrangement (HRA) Plan Document will be amended to reflect the above HRA contribution and benefit eligibility criteria for active employees prior to the effective date of Section 5.10.

The County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.



FOR THE COUNTY:

David Allen

Date: 5/9/13

FOR SCLEMA:

[Signature]

Date: 5/9/13

**COUNTY OF SONOMA**  
**Sonoma County Law Enforcement Management Association (SCLEMA)**  
Bargaining Unit: 44

**TENTATIVE AGREEMENT – Article 6 – MEDICAL BENEFITS FOR FUTURE RETIREES**  
May 9, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**ARTICLE 6 – MEDICAL BENEFITS FOR FUTURE RETIREES**

6.1 Retiree Medical Coverage

Effective June 1, 2009, an eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan as described in section 6.2 but is allowed only to enroll either as a subscriber in a County offered medical, dental, vision plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees’ plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan).

An eligible dependent is (as defined in each plan document/ summary plan description):

- Either the retiree’s spouse or domestic partner; or
- A child based on your plan’s age limits or a disabled dependent child regardless of age.

6.2 County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009

A. Eligibility:

In order to be eligible for this benefit, the retiree must have:

- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years.

However, any miscellaneous purchased service time such as extra-help, contract, and leave of absence service time does not count toward this eligibility requirement, and

- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 4)5) Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in Article 6.2 (County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009), provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 6.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).

B. County Contribution

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same dollar amount as it contributes toward the cost of County offered medical plans for active unrepresented Administrative Management employees (bargaining unit 50) in the Salary Resolution. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution.

C. Additional Dependents

Retirees eligible under this section may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution.

6.3 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form

of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in Article 6.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009), provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

- 1) Initial County Contribution:
  - a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter contributions will be made each pay period based on the actual hours worked during that pay period.
  - b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).
- 2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access to Account Balance:

- a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or retirement from the Sonoma County Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.

4) Survivors of eligible retirees with account balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restriction in the federal regulations that govern these types of accounts

5) Forfeiture of account balance:

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

6.4 Surviving Dependent – County Contribution for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs as follows:

One eligible surviving dependent will be allowed to continue their coverage if the surviving dependent meets each of the following criteria:

1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section 6.2. prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the County contribution.

6.5 Surviving Dependent – County Contribution for Employees Hired On or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 6.3), eligible surviving dependent(s) may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

6.6 Additional HRA -Eligibility

1.) An employee must be a contributing member (or a contribution is made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA).

2.) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater are eligible to receive a County HRA contribution.

~~6.6.1~~ Additional HRA - One-time Contribution

~~Effective the first full pay period following Board adoption, the County shall contribute into a Health Reimbursement Arrangement (HRA) account on behalf of each eligible regular full-time and part-time employee a one-time contribution in the amount of \$1,475.00.~~

~~6.6.21~~ Additional HRA-Biweekly Contribution

~~Effective the first full pay period following Board adoption, for each eligible employee in paid status, the County shall contribute ten dollars (\$10) each pay period into each employee's individual HRA account through the expiration of the MOU and, absent a successor MOU, continuing such contribution.~~

~~6.6.23~~ Additional HRA-Access to Account Balance, Survivors, and Forfeiture

Parameters for the HRA including access to the HRA account balance, survivors of eligible retirees with account balances, and forfeiture of account balance in the event an active employee dies prior to retirement are as described in the HRA Plan Document.

~~6.6.34~~ County HRA Contribution – Full Obligation

~~For bargaining unit members hired on or after January 1, 2009, the County contributions to the employee's County HRA account described in Article 6.3, combined with the County contribution to the HRA as described in 6.6.1 and 6.6.2, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.~~

~~6.6.45~~ Additional HRA – Determination of Intent

In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Article 6.6.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Article 6.6.1 shall be held in abeyance and the parties shall meet and confer on the matter to preserve the intent of the parties in an attempt to reach an agreement to preserve the benefits negotiated in Article 6.6.1.

~~6.6.56~~ Waiver

In consideration for the benefits provided in Article 6.6, the Union on behalf of itself and its current members/survivors as of Board adoption, waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through date of adoption by the BOS of the SCLEMA MOU. Unless compelled by operation of law, the Union further agrees it will not initiate, financially support, or participate in any grievances, claims, demands, or suits against the County resulting from or in connection with the matters described herein.

FOR THE COUNTY:

Carol Allen

Date:

5/9/13

FOR SCLCMA:

[Signature]

Date:

5/9/13



**COUNTY OF SONOMA**  
**Sonoma County Law Enforcement Management Association (SCLEMA)**  
Bargaining Unit: 44

**TENTATIVE AGREEMENT – Article 7 – HOUR OF WORK**

April 22, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**Article 7 – HOUR OF WORK**

7.1 Employees in this bargaining unit shall work any and all hours necessary in the performance of their duties without regard to fixed schedules or set hours of work.

7.2 Under no circumstances will employees in this bargaining unit receive compensation for overtime worked. Nor, shall employees be eligible to receive or accumulate compensatory time except as may be directly provided for in this Memorandum of Understanding.

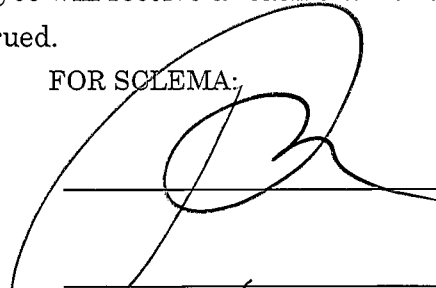
**7.3 Compensatory Time**

Represented employees may accrue up to a maximum of 80 hours of compensatory time off. ~~Employees may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.~~ Upon separation a represented employee will receive a “cash out” for all compensatory time that has been accrued.

FOR THE COUNTY:

FOR SCLEMA:

David Allen



Date: April 22, 2013

Date: 4/22/13

COUNTY OF SONOMA

Sonoma County Law Enforcement Management Association (SCLEMA)

Bargaining Units: 0044

February 14, 2013

**TENTATIVE AGREEMENT – STAFF DEVELOPMENT**

The County Of Sonoma (“County”) and the Sonoma County Law Enforcement Management Association (“SCLEMA”) have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Revise Sections Article 11 – Staff Development as follows:

**ARTICLE 11 – STAFF DEVELOPMENT**

~~11.0 For Fiscal Year 2010/2011, the Staff Development benefit has been suspended, per the Letter of Understanding, which is attached as an Appendix to this Memorandum.~~

~~11.4~~ 0 Staff Development

The County and the Association agree that the County retains full authority to determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this subsection shall preclude the right of an employee to request specific training.

~~11.211.1~~ Staff Development Benefit Allowance Program

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with federal and/or state law, and all County policies and procedures, based on the County’s Staff Development Benefit Allowance Administrative Program Document.

Full-time and part-time (0.40 FTE and above) employees in regular allocated positions are eligible for the Staff Development Benefit Allowance.

An eligible employee may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Administrative Program Document.

11.21.1 Staff Development Benefit Allowance – Amounts

As specified in the chart below, full-time and part-time eligible employees shall be entitled to the following annual benefit amounts.

Bargaining Unit	Full time		Part time	
	Allowance	Carryover	Allowance	Carryover
Management (0044)	\$750	\$300	\$350	\$150
Deputy Chief Probation Officer (0044)	\$950	\$300	N/A	N/A
Physical Fitness/Wellness	\$400	\$0	\$200	\$0

Carry-over funds shall not be cumulative from year to year.

Computer Hardware, Equipment and Mobile Devices

Staff Development Benefit Allowances may be used towards reimbursement for the purchase of computer hardware devices as defined in the County's Staff Development Benefit Allowance Administrative Manual, as well as other computer hardware, equipment and mobile devices. Monthly service charges for internet and mobile communication connections are not reimbursable under this program. The use and approval of all computer hardware, equipment and mobile devices is subject to review by the department head (or may be delegated to a senior manager only) and is subject to the specific job requirements for each job classification in that department. All computer hardware, equipment and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head (or senior manager designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards reimbursements for computer hardware, equipment and mobile devices must be outlined and approved in

the employees' annual Professional Development Plan document and will be considered together with other staff development training and educational priorities required by the department head.

#### Pro-rated Benefits-Computer Hardware, Equipment, and Mobile Devices

In addition to the pro-ration of benefits outlined in the County's Staff Development Benefit Allowance Administrative Manual, all reimbursements for computer hardware, equipment and mobile devices made within one year of resignation, termination or retirement from County employment will require the individual to reimburse the County for the costs of the computer hardware, equipment or mobile device or return it to their department in good condition.

#### 44.311.2 Physical Fitness

The County will make available \$400 per fiscal year for each eligible full-time employee and \$200 per fiscal year for each eligible part-time employee for use towards a Physical Fitness/Wellness ~~physical fitness~~ program. Employee enrollment in any Physical Fitness/Wellness ~~physical fitness~~ program shall be voluntary.

An eligible employee may request reimbursement for allowable Physical Fitness/Wellness expenses, ~~upon approval of the appointing authority, and as~~ defined in the County's Staff Development Benefit Allowance Administrative Program Document.

~~SCLEMA members employed~~represented employees in the Sheriff's department can contribute \$50 or more from the Physical Fitness/Wellness benefit allowance to share voluntarily in the costs of equipment and equipment maintenance for the two workout rooms located in Sheriffs' Department facilities.

If the County approves a workout room for Probation Department employees, SCLEA represented employees in the Probation Department will be authorized to contribute \$50 or more from the Physical Fitness/Wellness benefit to voluntarily share in the costs of equipment and equipment maintenance for the workout room.

11.2.1 Contributions from the Physical Fitness/Wellness benefit must be made

by May 15 each year. Funds contributed but not expended in any year may be carried over into the next fiscal year up to a maximum total of \$35,000 per workout room site.

11.2.2 A joint labor-management committee oversees the equipment purchase and maintenance.

11.2.3 All equipment purchased pursuant to this Section 11.2 becomes the property of the Sheriff's Department County.

#### 11.411.3 In-service Training

The County shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be authorized by the department head. Decisions by department heads on requests by employees should be based on the following criteria: the effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; the relationship of the subject of the program, seminar, conference, or workshop to the function performed by the employee and the department, and the employee's professional development; and the method of financing requested by the employee.

#### 11.43.1 Payment – In-service Training

There are three ways the expenses of the program might be paid:


BY THE COUNTY: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget.

BY OTHER PUBLIC OR PRIVATE AGENCIES: Occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations, or from professional organizations.

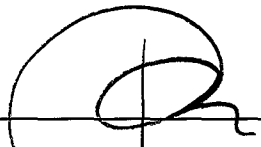
BY THE INDIVIDUAL EMPLOYEE: Occasionally, the departmental budget may not permit expenditures for certain in-service training to be paid by the County. The employee may feel that the training would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses in whole or in part from their Staff Development Benefit Allowance if the employee were permitted time off from work at full salary.

11.54 Article 11 of this MOU shall not be grievable or appealable under any County policy, resolution, rule or contract provision.

FOR THE COUNTY OF SONOMA:

  
\_\_\_\_\_  
Date: 2/14/13

FOR SCLEA:

  
\_\_\_\_\_  
Date: 2/14/13

**COUNTY OF SONOMA**  
**Sonoma County Law Enforcement Management Association (SCLEMA)**  
**Bargaining Unit: 44**

**TENTATIVE AGREEMENT – Article 14 - HOLIDAYS**

May 9, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**ARTICLE 14 – HOLIDAYS**

**14.1 Holidays**

~~Paid holidays shall be authorized for regular full-time and part-time employees. To be entitled to pay for such paid holidays, an employee must be in pay status~~  
The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee’s regularly scheduled workdays before and after the holiday.

**14.2 Holidays - Scheduled Holidays**

~~Scheduled holidays through the term of this Memorandum shall be as follows:~~

- (1) New Year’s Day, January 1\*
- (2) Martin Luther King’s Birthday, the third Monday in January
- (3) Lincoln’s Birthday, February 12\*
- (4) Memorial Day (The 3<sup>rd</sup> Monday in February)
- (5) President’s Day (The last Monday in May)
- (6) Independence Day, July 4<sup>th</sup> \*
- (7) Labor Day, the first Monday in September

- (8) Veteran's Day, November 11\*
- (9) Thanksgiving Day, as designated by the President
- (10) The day following Thanksgiving Day
- (11) Christmas Day, December 25\*
- (12) Each day formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving, or special observance.

\*Date Specific Holidays

~~14.3 Floating Holiday~~

~~In lieu of an additional holiday, each employee who is in pay status on the last working day of June and the first working day of July shall be granted eight (8) hours of compensatory time which may be taken as time off on a day mutually agreeable to the employee and his/her department head, or may be accumulated as provided by this Memorandum. Each part-time employee shall be entitled to a prorated number of hours as defined by Article 14.9.~~

~~14.4 Eve Holiday Hours~~

~~In lieu of a Christmas or New Year's eve holiday (4 hours), each full-time employee who is in pay status on the last working day of June and the first working day of July, shall be granted 3 hours of compensatory time each fiscal year, which may be taken as time off of a day mutually agreeable to the employee and the appointing authority or may be accumulated as provided by this Memorandum. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a prorated number of hours, as defined by Article 14.9.~~

14.3 Elimination of Floating Holidays and Eve Holiday Hours

Hours accrued prior to the elimination of floating holiday hours and eve holiday hours will remain in the Compensatory Bank. Such compensatory time may be taken as time off on a day mutually agreeable to the employee and the County and may not be cashed out.

14.514.4 Holiday - Day Observed

If a date specific scheduled holiday listed in Section 14.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a scheduled-date specific holiday listed in Section 14.2 falls on a Sunday, the following Monday



shall be the County observed holiday. All other date specific ~~scheduled~~ holidays shall be observed on the date specified in Articles 14.2 and ~~14.3~~.

~~14.6~~14.5 Holiday - Compensation for For Holidays

For the purpose of this Article 14, holiday pay is defined as eight hours of pay or compensatory time at the employee's base hourly rate, excluding shift differential, premium pays, or other specialty pays as may be authorized by this Memorandum of Understanding. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

14.75 A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday, or during the pay period immediately preceding or following the same pay period as the County observed holiday. ~~receive eight (8) hours of compensatory time or eight (8) hours of paid holiday time.~~

14.86 An employee who must occupy a fixed-post position that requires staffing 24 hours a day, seven days a week, 365 days per year, who is required to work on an observed holiday (Articles 14.2 and ~~14.3~~), and such employee actually works on that observed holiday, shall receive the employee's regular pay for that work day plus eight (8) hours of compensatory time to be taken off at a future date mutually agreeable to the employee and the employee's supervisor. A part-time employee whose regular and assigned work schedule requires the employee to work on an observed holiday (Article 14.2 and ~~14.3~~) and such part-time employee actually works on that observed holiday shall receive the employee's regular pay for that work day plus the appropriate pro-ration of compensatory time (Article 14.97) to be taken off at a future date mutually agreeable to the employee and the employee's supervisor. If a full-time or part-time employee whose regular and assigned work schedule would require the employee to work on an observed holiday, but the employee is authorized to be off-duty on that day, then such employee shall be paid eight (8) hours holiday pay or the appropriate pro-ration for a part-time employee; in the case of a 4/10 employee, the employee would also be paid for two (2) hours of sick leave, if authorized, or two (2) hours of vacation or compensatory time, if authorized. A part-time employee in this same circumstance would receive the appropriate pro-

ration of sick leave, vacation or compensatory time as appropriate.

14.97 Any part-time employee shall, for each holiday in the pay period, receive holiday pay or compensatory time off equivalent to 1/10 of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday.

14.408 Holidays – Compensation - Employees on Leave Without Pay

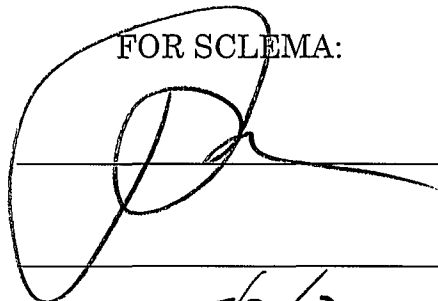
An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regularly scheduled workdays before and after the holiday ~~as pay status days before or after a holiday for the purpose of receiving holiday pay.~~

FOR THE COUNTY:

  
\_\_\_\_\_

Date: 5/9/13  
\_\_\_\_\_

FOR SCLEMA:

  
\_\_\_\_\_

Date: 5/9/13  
\_\_\_\_\_

**COUNTY OF SONOMA**  
**Sonoma County Law Enforcement Management Association (SCLEMA)**  
**Bargaining Unit: 44**

**TENTATIVE AGREEMENT – Article 15 - VACATION**

April 22, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**ARTICLE 15 - VACATION**

**15.1 Vacation Accrual**

Each represented management employee in this unit shall accrue vacation at the rate specified in the table in Article 15.3. The rate of accrual of vacation shall include the equivalent of 56 annual hours of administrative leave available to Law Enforcement Management employees. Each such employee may use vacation leave with full pay providing that the maximum accumulation of such unused leave shall be equivalent to his/her accrual for fifty-two (52) pay periods at his/her current rate of accrual.

15.2 Part-time employees shall accrue vacation leave on a pro-rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

15.3 Each employee who has completed the following in-service hours of completed service shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Increased maximum accruals and accumulations will be effective the pay period following the adoption of this MOU by the Board of Supervisors.

YEARS OF COMPLETED FULL-TIME SERVICE			IN-SERVICE HOURS OF COMPLETED SERVICE			RATED FOR 80 IN-SERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0	through	2	0.0	to	4,174.2	5.22	463.00
2	through	5	4,174.3	to	10,435.6	5.83	463.00
5	through	10	10,435.7	to	20,871.2	6.90	463.00
10	through	15	20,871.3	to	31,306.8	8.13	463.00
15	through	20	31,306.9	to	41,742.4	8.74	463.00
20	through	25	41,742.5	to	52,178.0	9.35	463.00
25	or	greater	52,178.1	or	more	9.66	463.00

Effective the date of implementation of the County's Human Resources Management System (HRMS), the following accrual rates will apply:

Years of Completed Full-Time Service			In-service Hours of Completed Service			Rate for 80 In-service Hours	Maximum Accumulated Hours
0	through	2	0	to	4,173	<u>5.225.64</u>	463.00
2	through	5	4,174	to	10,434	<u>5.836.25</u>	463.00
5	through	10	10,435	to	2,0870	<u>6.907.32</u>	463.00
10	through	15	20,871	to	31,305	<u>8.138.55</u>	463.00
15	through	20	31,306	to	41,741	<u>8.749.16</u>	463.00
20	through	25	41,742	to	52,177	<u>9.359.77</u>	463.00
25	or	greater	52,178	to	more	<u>9.6610.08</u>	463.00

15.4 Each employee with ~~10,435.7~~ (10,435, effective with HRMS) in-service hours (five (5) or more years) who resigned in good standing and is reappointed within two (2) years, shall be credited with ~~4,174.3~~ (4,174, effective with HRMS) in-service hours (two (2) years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two years shall be returned to the place on the accrual table (in 15.3 above) that the employee occupied when laid off.

#### 15.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the

needs of the service require or permit. No employee may take vacation without advance approval of the department head or department head designee. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

15.6 Payment for Unused Vacation

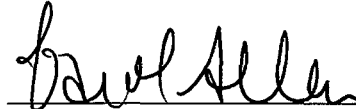
Each employee who is separated from the County service shall be entitled to payment in lieu of all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of separation.

15.7 Vacation Buy Back

~~Each employee in this bargaining unit may request and receive payment up to a total of eighty (80) hours of accrued vacation within a calendar year. Such request shall be made during any biweekly pay period.~~

~~Effective with the first pay date in January 2001, all buy backs will be subject to an eighty (80) hour maximum in a twelve month period.~~

FOR THE COUNTY:

  
\_\_\_\_\_

Date: April 22, 2013

FOR SCLCMA:

  
\_\_\_\_\_  
\_\_\_\_\_

Date: 4/22/13

**COUNTY OF SONOMA**  
**Sonoma County Law Enforcement Management Association (SCLEMA)**  
**Bargaining Unit: 44**

**TENTATIVE AGREEMENT – Article 16 – SICK LEAVE**

April 22, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**ARTICLE 16 – SICK LEAVE**

**16.1 Sick Leave - Accrual and Use**

Each full-time employee shall accrue and accumulate sick leave with full pay at the rate of 3.68 hours for each completed eighty (80) hour pay period of service. In-service hours include all hours in pay status excluding overtime. This rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a prorata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees

**16.2 Sick Leave - Usage**

Earned sick leave credits may, with the approval of the department head, be used by the employee:

- a. During the employee’s own incapacity due to illness or injury.
- b. During the time needed by the employee to undergo medical or dental treatment or examination.

- c. ~~During a pregnancy disability leave in which the female employee is incapacitated due to the imminent or actual birth of a child. When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons:~~
- d. When a child, stepchild or spouse or domestic partner of an employee, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the parent of an employee or spouse is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent, or domestic partner of the employee or spouse. Parent for purposes of this article is defined as a biological, foster or adoptive parent, step-parent, legal guardian or other person who stood in place of parent to the employee when the employee was a child. A biological relationship is not necessary for a person to have stood in place of parent to the employee as a child.

Sick leave under this paragraph (d) shall not exceed 48 hours per occurrence unless extended by joint action of the employee's department head and the Human Resources Director by reason of exceptional hardship.

#### 16.3 ~~Sick Leave Affirmation~~ Required Documentation

A signed ~~affirmation~~ medical certification for sick leave may be required for each use of such sick leave. Reasonable medical ~~evidence~~ certification of incapacity may be required for sick leave use of 48 hours or less duration, and shall be required for sick leave use of more than 48 hours duration.

#### 16.4 ~~Sick Leave Conversion~~

~~Employees with sick leave balances may convert to cash at the employee's base hourly rate or compensatory time, as indicated on the chart below.~~

Hours of Sick Leave Used	Maximum Hours of Conversion
0 to 8.0	24.0
8.01 to 12.0	22.0
12.01 to 16.0	18.0
16.01 to 24.0	16.0
24.01 to 30.0	14.0
30.01 to 36.0	12.0
36.01 to 40.0	8.0
40.01 or more	none

~~A balance of 80 hours sick leave must remain in accrual after conversion. Measurement of use is based on the 26 pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year, commencing in January 2000, and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. Employee must be in paid status or on an approved leave during the second pay period in January to exercise this option.~~

~~16.5 Sick Leave Pay Off~~

~~Each employee who separates from County service voluntarily or by non-duty related death, lay off, or retirement for reason other than disability, shall be entitled to payment of the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay.~~

16.4 Sick Leave - Conversion at Regular Retirement

Each Association member separating from County service on regular, non-disability retirement shall convert one-hundred percent (100%) of all unused sick leave remaining to such employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03.

16.5 Sick Leave – Payoff at Regular Retirement



Each Association member who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under section 16.4 (Sick Leave – Conversion at Regular Retirement), the County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate.

#### 16.6 Sick Leave – Distribution at Death or Layoff

The County shall pay each employee who separates from County service by death or layoff, the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay.

#### ~~16.6~~ 16.7 Sick Leave - Pay Off For Distribution At Disability Retirement

Each employee separated from County service by retirement for disability or duty related death shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty related death.

#### ~~16.7~~ Sick Leave – Credit At Regular Retirement

~~The Board of Supervisors shall amend County Ordinance No. 3807 to allow each Law Enforcement Management employee who separates from County service on a service retirement only to have the option of converting one hundred percent (100%) of all unused sick leave remaining to such employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03.~~

#### 16.8 Family Care & Medical Leave

16.8.1 Each eligible employee is entitled to family care and leave Family Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA leaves will run concurrently as provided to the extent permitted by law.

#### 16.8.2 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the County for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

### 16.8.3 Family Care And Medical Leave Entitlement

Subject to the provisions of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

16.8.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

16.8.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

16.8.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.)

16.8.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

16.8.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured

backwards from the date an employee first uses FMLA/CFRA leave.

16.8.4 Family Care And Medical Leave To Care For A Covered Service member With A Service Injury Or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

16.8.4.1 An eligible employee's entitlement under Section 16.8.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered service member.

16.8.4.2 During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

16.8.5 Pay Status And Benefits

16.8.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

16.8.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 5.6.1 (Health Benefits – Medical or Pregnancy Disability) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 16.8 or Section 5.6.1 (Health Benefits - Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 5.6.2 (Continuation of Health Benefits Coverage) applies.

#### 16.8.6 Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the County as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason.

#### 16.8.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

~~A full time or part-time employee with more than 12 months of County service and at least 1,250 hours of service during the previous 12 month period may request up to 12 weeks of Family Leave within a 12 month period. In some circumstances, an extra-help employee may be eligible for Family Leave. Reason for the Leave may be the birth or adoption of a child or the placement of a foster child (within one year of the event) or the serious health condition of a child, spouse, parent, or the employee's own serious health condition. Child is defined as a biological, adopted or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Spouse is defined as a partner in marriage as defined in Civil code Section 4100. Parent is defined as a biological, foster or adoptive parent, stepparent, or legal guardian (does not include a parent in-law). If both parents are County employees, the aggregate family leave may be limited to 12 work weeks during any 12 month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child or for the employee's own illness. Under those circumstances, each of the employees would be entitled to 12 weeks of Family Leave.~~

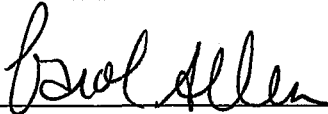
~~The appointing authority shall grant such Leave Without Pay which qualifies as Family Leave, in addition to the paid sick leave provided for in Article 16.1 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies as Family Leave, the County shall designate that the leave of absence run concurrently with the~~

~~employee's Family Leave entitlement. Prior to going on a leave without pay which qualifies as Family Leave, an employee may be required to use certain accrued paid leaves, as stated in County Leaves of Absence Guidelines.~~

~~The County shall continue its contribution towards the health plan premium for up to 12 work weeks of the leave. Nothing in this section shall preclude the use of medical or pregnancy disability leave in Article 5.6.1 when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this article or Article 5.6.1 (Medical or Pregnancy Disability Leave) and wishes to continue benefit coverage, then Article 5.6.2 of this memorandum applies. If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the employee's need for the leave, the employee shall provide 30 calendar days written advance notice to the appointing authority. If the event becomes known to the employee less than 30 days prior to the employee's need for a leave, the employee shall provide as much written advance notice as possible, and, at a minimum, a written notice no less than five (5) working days from learning of the event. If the event necessitating the leave is an emergency or is otherwise unforeseeable, the employee shall provide as much written advance notice as possible. If the leave is for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of departmental operations.~~

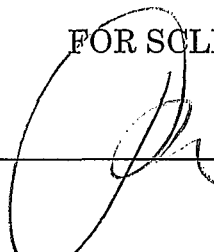
~~This provision shall be interpreted as the legal minimum Family Leave available to eligible employees. The appointing authority may grant additional leave without pay under this section provided it is consistent with the applicable provisions of County rules and policies, and other provisions of this memorandum.~~

FOR THE COUNTY:

  
\_\_\_\_\_

Date: April 22, 2013

FOR SCLCMA:

  
\_\_\_\_\_

Date: 4/22/13

**COUNTY OF SONOMA**  
**Sonoma County Law Enforcement Management Association (SCLEMA)**  
**Bargaining Unit: 44**

**TENTATIVE AGREEMENT – Article 24 – VOLUNTARY TIME OFF**

May 9, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**~~ARTICLE 24 – EMPLOYEE ASSISTANCE PROGRAM~~**

~~The County and the Association agree to continue the Employee Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his or her job performance. Employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluations or discipline.~~

**ARTICLE 24 - VOLUNTARY TIME OFF**

Voluntary Time Off (VTO) Program

VTO Program eligibility, authorization of use, and conditions are specified and limited to the VTO Program document (Appendix B), which is incorporated herein by reference. The decision to use and authorize VTO is at the discretion of the department head. This section, 24 and the terms, authorization, and conditions are not grievable or subject to arbitration.

FOR THE COUNTY:

Carol Allen

Date: 5/9/13

FOR SCLCMA:

[Signature]

Date: 5/9/13

**COUNTY OF SONOMA**  
**Sonoma County Law Enforcement Management Association (SCLEMA)**  
**Bargaining Unit: 44**

**TENTATIVE AGREEMENT – Article 25 – ANNUAL PHYSICAL**

April 22, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**Article 25 – ANNUAL PHYSICAL**

25.1 Effective (date of adoption of MOU), the provision of this article will no longer be in effect, until or unless annual physicals are no longer covered under a health plan offered by the County in which the member is enrolled. Should that occur, annual physicals will be available in accordance with the following provisions: Each employee in the Bargaining Unit who has a work schedule of at least 60 hours per pay period shall be eligible to obtain a complete annual medical examination from the County’s provider of occupational health services. These examinations should be scheduled not much less than one year apart. The cost of the Physical Examination shall be paid for in total by the County of Sonoma.

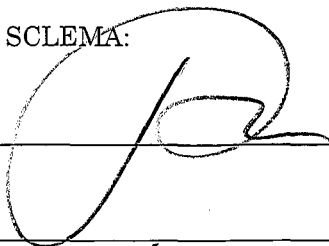
25.2 Employees who work a schedule of less than sixty hours in a pay period shall not be eligible for the Annual Physical.

FOR THE COUNTY:

  
\_\_\_\_\_

Date: April 22, 2013

FOR SCLEMA:

  
\_\_\_\_\_

Date: 4/22/13



**COUNTY OF SONOMA**  
**Sonoma County Law Enforcement Management Association (SCLEMA)**  
**Bargaining Unit: 44**

**TENTATIVE AGREEMENT – Article 26 – RETIREMENT**

April 22, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**ARTICLE 26– RETIREMENT**

26.1 Retirement – Safety Employees Hired On Or After January 1, 2013

This Section 26.1 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the Sonoma County Employees’ Retirement Association (“SCERA”) and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02 (c).

26.1.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit for SCERA members covered by this section 26.1, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

26.1.2 2% @ 50 - 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50- 2.7% @ 57) pension formula shall be available to employees covered by this section 26.1 who are contributing members of the SCERA.

26.1.3 Required Employee Contributions

As required by Government Code section 7522.04(g), SCERA members covered by this section 26.1 shall pay 50 percent of normal costs. In addition, SCERA members covered by this section 26.1 shall pay 3.00% of the employee’s pensionable compensation toward the County’s employer contribution to retirement costs. This additional 3.00% contribution shall continue until July 2024.

26.2 Retirement – Safety Employees Hired On Or Before December 31, 2012.

This Section 26.2 (including subsections) shall apply to employees hired on or before December 31, 2012 who are contributing members of the SCERA, or who are hired after that date and qualified for pension reciprocity as stated in Government Code Section 7522.02 (c) and any related SCERA reciprocity requirements.

26.2.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 26.2 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

26.2.2 3.0% @ 50 Pension Formula

The 3.0% at 50 pension formula shall be available to employees covered by this section 26.2 who are contributing members of the SCERA.

26.2.3 Required Employee Contribution

SCERA members covered by this section 26.2 will contribute the amount required by SCERA as employee contributions, and shall continue to pay an additional 3.00% of pay, pretax, to their employee retirement account. This 3.00% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability. This additional 3.00% contribution will continue until July 2024.

26.3 Retirement – General Employees Hired On Or After January 1, 2013

This Section 26.3 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the Sonoma County Employees' Retirement Association ("SCERA") and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02 (c).

26.3.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit for SCERA members covered by this section 26.3, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

26.3.2 2.0% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this section 26.3 who are contributing members of the SCERA.

26.3.3 Required Employee Contributions

As required by Government Code section 7522.30(c), SCERA members covered by this section 26.3 shall pay 50 percent of normal costs. In addition, SCERA members covered by this section 26.3 shall pay 3.03 percent of the employee's pensionable

compensation toward the County's employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.

26.4 Retirement – General Employees Hired On Or Before December 31, 2012.

This Section 26.4 (including subsections) shall apply to employees hired on or before December 31, 2012 who are contributing members of the SCERA, or who are hired after that date and qualified for pension reciprocity pursuant to Government Code Section 7522.02 (c) and any related SCERA reciprocity requirements.

26.4.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 26.4 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

26.4.2 3.0% @ 60 Pension Formula

The 3.0% at 60 pension formula (CERL 31676.17) shall be available to employees covered by this section 26.4 who are contributing members of the SCERA.

26.4.3 Required Employee Contribution

SCERA members covered by this section 26.4 will contribute the amount required by SCERA as employee contributions, and shall continue to pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability. This additional 3.03% contribution will continue until July 2024.

26.5 Employer Pick-Up of Employee's Share of Retirement Contribution – Not Allowed

Pursuant to the Public Employees Pension Reform Act of 2013 (PEPRA), the County shall not contribute towards any employee's share of retirement contributions.

26.1 – Safety Retirement Program

~~Effective July 1, 2003, the 3% at 55 enhanced retirement program will be available to all represented employees who are contributing safety members of the Sonoma County Employees' Retirement Association (SCERA), with the understanding that the County will work with all other organizations representing safety member employees to implement this option prospectively on the same date. Both parties understand that retirement benefit enhancements shall be implemented for all safety members on the same date. Effective February 1, 2006, the 3% at 50 enhanced retirement program will be available to all represented employees who are contributing safety members of SCERA with the understanding that the County will work with all other organizations representing safety member employees to implement this option prospectively on the same date. Effective the first pay period in July, 2003 employees who are safety members of SCERA will begin contributing an additional one percent (1%) of any compensation from which retirement deductions are required to be made under the~~

~~1937 Act to their employee retirement account. Effective the first pay period in February, 2004 employees who are safety members of SCERA will contribute an additional one percent (1%) of any compensation from which retirement deductions are required to be made, for a total contribution of two percent (2%) to their employee retirement account. Effective the first pay period in March, 2005 employees who are safety members of SCERA will contribute an additional one percent (1%) of any compensation from which retirement deductions are required to be made, for a total contribution of three percent (3%) to their retirement account. The additional contributions shall be deducted from the employees' compensation pretax and they shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs will continue unless modified by a subsequent agreement between the County and the SCLEMA. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs described above has been established by SCERA to be twenty (20) years.~~

#### 26.2 3% at 60 Retirement Program

~~Effective June 22, 2004, the 3% at 60 enhanced retirement program will be available to represented employees who are contributing general members of SCERA, with the understanding that the County will work with all other organizations representing general member employees to implement this option prospectively on the same date. Both parties understand that the 3% at 60 benefit shall be implemented for all general members on the same date.~~

~~On the above date, represented general members of SCLEMA will begin contributing an additional 3.03% of any compensation from which retirement deductions are required to be made under the 1937 Act to their employee retirement account. This additional contribution shall be deducted from the employees' compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement program will continue unless modified by a subsequent agreement between the County and the SCLEMA. The amortization period for funding the unfunded accrued actuarial liability for any past service due to the enhanced retirement program described above has been established by SCERA to be twenty (20) years. Represented employees also will pay a pretax statutory contribution of approximately 1% to 1.25% contingent upon age of entry into the retirement system. Additionally on this date, one percent (1%) of the employer-paid deferred compensation (457) contribution will cease and will be re-directed during this twenty-year period to pay one percent (1%) of the normal retirement cost going forward. Additional savings from the County Health Plan revisions (.20%) are also directed to fund the normal cost above.~~

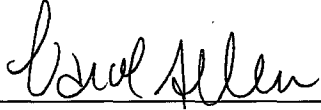
26.326.6 Retirement – Credit for Prior Public Service

In addition to any other retirement buyback provision, employees who are contributing members of the Sonoma County Employees Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma pursuant to Government Code Sections 31641.1 and 31641.2 during the term of this MOU.

26.7 All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code, which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

~~26.4 The parties agree to a reopener during the term of the agreement on the subject of the development and implementation of a new second tier "safety" and "general" retirement program for new hires, to be effective July 1, 2012.~~

FOR THE COUNTY:

  
\_\_\_\_\_

Date: 5/9/13

FOR SCLEMA:

  
\_\_\_\_\_

Date: 5/9/13

COUNTY OF SONOMA

Sonoma County Law Enforcement Management Association (SCLEMA)

Bargaining Unit: 0044

**TENTATIVE AGREEMENT – Article 35 – LIMITED REOPENERS**

April 22, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**ARTICLE 35 – LIMITED REOPENERS**

35.2 Reopeners

During the term of this MOU, the parties agree not to reopen any article of this MOU unless the parties mutually agree to reopen a specific section or article.

~~35.1 Voluntary Time Off Program~~

~~Upon written request of either the County or the Association, the Memorandum of Understanding will be reopened to meet and confer regarding any proposal for a Voluntary Time Off Program.~~

~~35.2 Human Resources Management System (HRMS) Re-opener~~

~~The parties agree that the County may exercise a re-opener during the term of the agreement to meet and confer on administrative changes that may be necessary due to the implementation of the County’s new Human Resources Management System. This re-opener agreement shall exclude any change to current wages and/or benefits provided in this agreement.~~

FOR THE COUNTY:

Carol Allen

Date: April 22, 2013

FOR SCLEMA:

[Signature]  
Date: 4/22/13

COUNTY OF SONOMA  
Sonoma County Law Enforcement Management Association (SCLEMA)  
Bargaining Unit: 0044

**TENTATIVE AGREEMENT – APPENDIX A**

May 9, 2013

The County Of Sonoma and SCLEMA have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

The parties have agreed to amend the salary table to remove base wage premium job classes.

**APPENDIX A**

Employees in classifications in the Law Enforcement Management bargaining unit shall be paid from the salary ranges as shown herein during the term of this Memorandum of Understanding.

**Salary Ranges Effective September 22, 2009**

**LAW ENFORCEMENT MANAGERS**

Title	Salary Range "A" Step	Minimum Monthly Equivalent	Maximum Monthly Equivalent
<del>CHF WELFARE FRAUD ADV INT POST</del>	4409	\$7,668	\$9,319
<del>CHF WELFARE FRAUD INV INT POST</del>	4304	\$7,486	\$9,098
<del>CHIEF CRIMINAL INV ADV POST</del>	5904	\$10,269	\$12,481
<del>CHIEF CRIMINAL INV INT POST</del>	5761	\$10,020	\$12,178
<del>CHIEF CRIMINAL INVESTIGATOR</del>	5622	\$9,778	\$11,884
<del>CHIEF WELFARE FRAUD INVESTIGAT</del>	4199	\$7,303	\$8,875
<del>COMMUNICATIONS DISPATCH MANAGE</del>	3985	\$6,934	\$8,425
<del>CORRECTIONAL LIEUTENANT</del>	4885	\$8,496	\$10,326
<del>DEPUTY CHIEF PROBATION OFFICER</del>	5140	\$8,940	\$10,867
<del>PROBATION DIVISION DIRECTOR I</del>	3797	\$6,604	\$8,027
<del>PROBATION DIVISION DIRECTOR II</del>	4179	\$7,268	\$8,834
<del>SHERIFFS CAPTAIN CORRECTIONS</del>	5592	\$9,726	\$11,824



**Salary Ranges Effective September 8, 2010**


**LAW ENFORCEMENT MANAGERS**

Title	Salary Range	Minimum Monthly Equivalent	Maximum Monthly Equivalent
<del>CHF-WELFARE-FRAUD-ADV-INT-POST</del>	4409	\$7,668	\$9,319
<del>CHF-WELFARE-FRAUD-INV-INT-POST</del>	4304	\$7,486	\$9,098
<del>CHIEF-CRIMINAL-INV-ADV-POST</del>	5904	\$10,269	\$12,484
<del>CHIEF-CRIMINAL-INV-INT-POST</del>	5764	\$10,020	\$12,178
<del>CHIEF-CRIMINAL-INVESTIGATOR</del>	5622	\$9,778	\$11,884
<del>CHIEF-WELFARE-FRAUD-INVESTIGAT</del>	4199	\$7,303	\$8,875
<del>COMMUNICATIONS-DISPATCH-MANAGE</del>	3985	\$6,934	\$8,425
<del>CORRECTIONAL-LIEUTENANT</del>	5142	\$8,943	\$10,870
<del>DEPUTY-CHIEF-PROBATION-OFFICER</del>	5140	\$8,940	\$10,867
<del>PROBATION-DIVISION-DIRECTOR-I</del>	3797	\$6,604	\$8,027
<del>PROBATION-DIVISION-DIRECTOR-II</del>	4179	\$7,268	\$8,834
<del>SHERIFFS-CAPTAIN-CORRECTIONS</del>	5886	\$10,237	\$12,443

<u>Job Code</u>	<u>Job Title</u>	<u>A Step Rate</u>	<u>A Step Rate (October 28, 2014)</u>	<u>A Step Rate (July 7, 2015)</u>
4225	CHIEF CRIMINAL INVESTIGATOR	\$56.22	\$56.78	\$57.92
4249	CHIEF WELFARE FRAUD INVESTIGATOR	\$41.99	\$42.41	\$43.26
1698	COMMUNICATIONS DISPATCH MANAGER	\$39.85	\$40.25	\$41.05
4164	CORRECTIONAL LIEUTENANT	\$51.42	TBD*	TBD*
3238	DEPUTY CHIEF PROBATION OFFICER	\$51.40	\$51.91	\$52.95
3232	PROBATION DIVISION DIRECTOR I	\$37.97	\$38.35	\$39.12
3234	PROBATION DIVISION DIRECTOR II	\$41.79	\$42.21	\$43.05
4130	SHERIFFS CAPTAIN CORRECTIONS	\$58.86	TBD*	TBD*

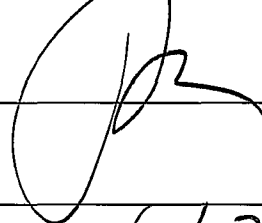
*\*To be determined as per section 4.1(E).*

FOR THE COUNTY:



Date: 5/9/13

FOR SCDEMA:



Date: 5/9/13

COUNTY OF SONOMA

Sonoma County Law Enforcement Management Association (SCLEMA)

Bargaining Units: 0044

**TENTATIVE AGREEMENT – Appendix B**

The County Of Sonoma (“County”) And Sonoma County Law Enforcement Management Association (“SCLEMA”) have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents

**APPENDIX B**

LETTER OF UNDERSTANDING

COUNTY of SONOMA

AND

SONOMA COUNTY LAW ENFORCEMENT MANAGERS' ASSOCIATION (SCLEMA)

~~The County of Sonoma and SCLEMA have agreed to the following regarding Sonoma County's Mandatory Time-Off Program for fiscal year 2010/2011 and 2011/2012:~~

- ~~1.) The SCLEMA and the County of Sonoma (County) have agreed to participate in the Mandatory Time-Off (MTO) Program (Attachment A) for fiscal years 2010/2011 and 2011/2012.~~
- ~~2.) All regular part-time and full-time employees represented by SCLEMA shall participate in the MTO Program.~~
- ~~3.) The MTO Program for fiscal year 2010/2011 requires 12 days (96 hours) of time-off without pay for all full-time County employees, to include 10 days (80 hours) of Holiday Closure and 2 days (16 hours) of Floating MTO, to be taken during the 2010/2011 fiscal year. The MTO Program for fiscal year 2011/2012 requires 8 days (64 hours) of Holiday Closure time-off without pay for all full-time County employees. The required MTO will be pro-rated for part-time employees.~~
- ~~4.) With limited exceptions (described in the Program Proposal), for fiscal year 2010/2011, the 80 hours of Holiday Closure MTO shall occur during Holiday Closures on July 2, 2010, September 3, 2010, November 12, 2010, November 24, 2010, December 23, 27, 28, 29, 30, 2010, and May 27, 2011. For fiscal year 2011/2012, the 64 hours of Holiday Closure MTO shall occur during Holiday Closures on September 2, 2011, November 23, 2011, December 23, 27, 28, 29, 30, 2011, and May 25, 2012. During these times, County facilities will be closed or in some cases alternate arrangements will be made where the closure of operations cannot occur.~~

- 5.) ~~The 16 hours (2 days) of Floating MTO during fiscal year 2010/2011, shall occur as determined by the Department Head to allow for obtaining the salary savings with minimal disruption to the department's operations.~~
- 6.) ~~The details of the MTO Program, including employee benefits and status during the MTO, are described in the Program Proposal (Attachment A).~~
- 7.) ~~The cash-out of accrued vacation (Vacation Buyback — Section 15.7) and compensatory time off (CTO) (Compensatory Time — Section 7.3) shall be suspended for fiscal years 2010/2011 and 2011/2012.~~
- 8.) ~~The County agrees to reduce the overall number of MTO hours, in the event the number of MTO hours for fiscal years 2010/2011 and 2011/2012 agreed to for the majority of represented employees, is less than those agreed to with SCLEMA.~~
- 9.) ~~The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.~~
- 10.) ~~This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~
- 11.) ~~Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~
- 12.) ~~No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~
- 13.) ~~Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.~~
- 14.) ~~The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

Philip Lawrence	6-10-10
<b>SCLEMA</b>	Date
Daniel Fulks	6-10-10
<b>County of Sonoma</b>	Date

(Signed Document on File with Employee Relations)

**MANDATORY TIME OFF (MTO)  
PROGRAM (FY 10/11 & 11/12)**

**Purpose**

The purpose of the Mandatory Time Off (MTO) Program is to reduce costs and/or mitigate layoffs by having staff take time off without pay.

**Participants**

~~MTO shall apply to all regular part-time and full-time employees of the County and any special districts under the jurisdiction of the Sonoma County Board of Supervisors.~~

~~Extra-help employees (whether temporary, intermittent, seasonal, emergency, volunteer auxiliary, or student interns) are not eligible to participate in the MTO Program. An increase in extra-help employees may not be used to offset MTO staffing impacts.~~

~~Employees who are exempt under the Fair Labor Standards Act will be considered non-exempt during the week in which they take an MTO day off, and their pay is reduced. Department Heads are responsible for ensuring no overtime is incurred during this time.~~

**MANDATORY TIME OFF AND HOLIDAY OFFICE CLOSURE FY 10/11 & FY 11/12**

~~In fiscal year 2010-11, the County shall utilize a 64 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure and 24 hours (3 days) of floating MTO. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:~~

~~December 23, 27, 28, 29, 30, 2010. (December 24 and 31 are the scheduled holidays)~~

~~In addition to these 40 hours (5 days) of scheduled Holiday Closure, each regular full-time employee will be required to schedule an additional 24 hours (3 days) of mandatory time off to be taken prior to the end of the last full pay period in the 2010/2011 fiscal year.~~

~~In fiscal year 2011-12, the County shall utilize a 40 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:~~

~~December 23, 27, 28, 29, 30, 2011 (December 26 is a scheduled holiday)~~

~~There may be limited exceptions to the general closure of County Departments due to operational needs, as described below. It is the express intent of the County to maximize the number of MTO participants during the holiday dates. The County Administrator and the affected department head(s) will make alternative arrangements for employees not able to be off during the Holiday Closure and in those cases employees will be given alternative MTO days prior to the last full pay period in the fiscal year.~~

**MTO in 24/7 Operations**

~~Employees in 24/7 operations where closure is not possible shall participate by taking 64 hours of floating MTO in fiscal year 10/11, and 40 hours of floating MTO in fiscal year 11/12, that must be~~

~~taken prior to the last full pay period each fiscal year so that salary savings are realized within the fiscal year. Departments will arrange for the MTO days to be taken off during the fiscal year before granting any vacation request or compensatory time off.~~

### **Floating MTO days**

~~Floating MTO days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department's operations while not generating overtime to cover for MTO hours taken. Options for some or all of the Floating MTO days include, but are not limited to the following:~~

- ~~• The Department Head chooses to close based on reduced service demands so that some or all of the employees of the department are on MTO simultaneously~~
- ~~• The Department remains fully or partially open, and the Department Head sets a schedule for MTO days.~~
- ~~• Floating MTO days are scheduled similar to vacation days at the employee's request with approval from their supervisor~~
- ~~• Any combination of the above~~

### **Employees**

~~MTO shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual, deferred compensation and retirement credit as if the employee had worked their normal schedule.~~

~~Base salary shown on the salary schedules in the respective MOU or Salary Resolution, shall not be adjusted for MTO purposes. Instead, a "deduction" to salary will be the method used to generate MTO savings. Retirement contributions made by the County/Employee for active employees are not affected by the MTO Program. Also, computations used for final compensation for employees retiring are not affected by the MTO Program.~~

~~Since the MTO pay reduction is spread out during multiple pay periods, resulting in employees being in a pay status for all hours including the MTO, the hourly cash allowance is not impacted and will be paid for all hours in a pay status. Hours not in a pay status (unpaid and non-MTO hours) shall be treated the same as current practices.~~

~~MTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.~~

~~Employees on MTO may only be assigned to work overtime in case of emergencies. In the event an employee is required to work on a previously scheduled MTO day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future MTO day.~~

### **Department Conditions**

~~In order to achieve the desired savings from the MTO program, there shall be no backfilling of furloughed employees by utilizing extra help employees, temporary registry/agency employees, contractors, volunteers, students, trainees, interns, or volunteer auxiliary during the applicable fiscal year. An exception may be permitted when the furloughed employee and all qualified employees have declined an offer or are unavailable to work a furlough day or in cases where extra help is regularly used to cover "fixed post" positions.~~

### **Vacation and Compensatory Time Buyback**

~~Vacation and compensatory time buybacks for fiscal year 2010/2011 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2010/2011. The buyback shall be reversed if the separation did not occur as scheduled.~~

~~Vacation and compensatory time buybacks for fiscal year 2011/2012 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2011/2012. The buyback shall be reversed if the separation did not occur as scheduled.~~

### **Vacation and Compensatory Time Off Negotiated Maximums**

~~Vacation Accrual for fiscal year 10/11:~~

~~Maximum vacation accumulation shall be raised by 64 hours (above MOU stated limits) during the 2010/2011 fiscal year.~~

~~Vacation Accrual for fiscal year 11/12:~~

~~Maximum vacation accumulation shall remain raised by 40 hours (above MOU stated limits) during the 2011/2012 fiscal year.~~

~~Vacation Accrual for fiscal year 12/13:~~

~~Normal vacation accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013.~~

~~Employees will not lose any vacation hours accrued above the MTO adjusted caps, however, additional vacation hours will not accrue until the vacation accrual balance falls below the established MOU cap for the corresponding fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 10/11:~~

~~Compensatory time off (CTO) accrual limits shall be raised to 144 (64 hours above MOU stated limits) through the last pay period of the 2010/2011 fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 11/12:~~

~~Maximum CTO accumulation shall drop back to 120 hours (40 hours above MOU stated limits) during the 2011/2012 fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 12/13:~~

~~Normal CTO accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013. CTO accumulated in excess of the reinstated maximums must be used on or before the last pay period of the fiscal year 2012/2013. At the end of fiscal year 12/13, any remaining accrued CTO hours, above the MOU stated limits will be paid to the employee.~~

### **Pay Deductions - Amortization**

~~Deductions in pay for all MTO hours shall be amortized over multiple pay periods in the corresponding fiscal year and will be determined by the number of pay periods remaining after adoption. The deduction each pay period will allow for payment of the employee consistently throughout the year, including the closure periods. Each participating employee shall receive their normal paycheck, less the MTO deduction. The deduction will be prorated for part-time employees.~~

### **MTO Accounts and Balances**

~~Payroll will set up accounts for each employee for MTO accumulated each pay period by payroll deduction, and MTO taken which will be credited each pay period for Holiday Closure or floating MTO~~

days taken.

~~It is the Department's responsibility to monitor, authorize and schedule MTO days to ensure employees are given the opportunity to take the full number of MTO hours assigned per fiscal year, and that employees do not exceed the full number of MTO hours assigned per fiscal year through the last full pay period of the corresponding fiscal year.~~

~~At the close of the 2011/2012 fiscal year any balance in the MTO accumulated account (MTO due to the employee) will remain in the employee's account to be taken during following fiscal years until depleted. Employees must use any accumulated MTO prior to using vacation or compensatory time off.~~

~~If at the close of the 2011/2012 fiscal year any employees with a balance remaining in the MTO taken account (MTO owed to the County), MTO deductions will continue into the next fiscal year until the balance is offset.~~

~~MTO shall be prorated for part-time employees based upon their FTE (full-time equivalent). The goal of the amortized reductions is to accrue the necessary salary saving equitably over the same multiple pay periods.~~

~~Amortized MTO hours shall continue to apply to periods of vacation, holiday, compensatory time off, or sick leave hours taken.~~

#### **MTO Deduction - New Employees**

~~New Full-time employees hired will have the same amortized deduction as all other County employees. New employees shall be required to take a prorated number of MTO hours during the fiscal year, to be determined based on their date of hire.~~

~~MTO for part-time employees shall be prorated based upon their FTE (full-time equivalent).~~

#### **Holiday Closure - Alternative Work Schedules**

~~Employees who have a regularly scheduled day off due to their alternative work schedule during any Holiday Closure period shall still be required to take the full number of hours of MTO off by the end of the corresponding fiscal year.~~

#### **Holiday Pay**

~~Full-Time employees on MTO shall receive eight hours of holiday pay for each holiday, as provided in the applicable MOU or the Salary Resolution. Pro-rata applies for part-time employees. Neither the MTO deduction nor the mandatory time off shall reduce the number of hours used to calculate the pro-rata of holidays for part-time employees.~~

#### **MTO - Terminating Employees**

~~Employees who were not released from duty during the Holiday Closures and separate from County service shall be paid for any accrued MTO hours not taken at their current rate of pay. If a negative balance exists in the MTO account, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.~~

~~Employee's who transfer to a bargaining unit or department that is not participating in an MTO program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.~~

### Employees Laid Off – Eligible for Severance

If an employee receives a lay off notice, and is eligible for a severance period that includes any of the Holiday Closure or scheduled floating MTO days, the time will not be charged to MTO, vacation, sick leave, or CTO. Any MTO accrued but unused balances will be paid to the employee at time of lay off.

### Holiday Closures – Employees with periods of Leave Without Pay (LWOP)

Employees requesting LWOP during the applicable fiscal year must exhaust any amortized MTO accumulated prior to going into an unpaid status. Employees returning to paid status will have the same MTO deduction taken as regular County employees (pro-rated based on FTE). Each time the employee goes on leave, any MTO accumulated balances will be depleted so there is a zero (0) balance before any other paid or unpaid leave is used.

Any balances remaining at the end of the fiscal year will be reconciled as stated above. (MTO Accounts and Balances)

### Workers Compensation Leave

MTO provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.

If an employee is receiving temporary disability payments during any Holiday Closure and would have been unable to work due to an industrial injury or illness, they will be permitted to utilize accrued but unused time off prior to the end of the fiscal year.

### Long Term Disability

Earnings for employees on Long Term Disability will be based on regular salary and not be reduced by the amounts deducted for MTO.

### Floating Mandatory Time Off and 24/7 Operations

The County shall be closed for business for a total of 40 hours in fiscal year 2010/11 (the 3 Floating MTO days in fiscal year 2010/2011 may result in a departmental closure, at the department head's discretion), and 40 hours in fiscal year 2011/12, as stated above.

Employees in operations that cannot completely close for Holiday Closure and who take all MTO as floating MTO days (64 hours in fiscal year 2010/11 and 40 hours in fiscal year 2011/12) shall be treated in the same manner as described for the Holiday Closure as stated herein. The only difference is that an employee who works during the Holiday Closure will take all MTO as floating MTO days.

Due to operational needs there are exceptions to the general closure of County Departments where special circumstances are required to maintain mandated coverage. For those departments that must operate during all or some of the closure period and for departments that must operate 24 hours a day 7 days per week, participation in the MTO program is still required.

It is the intent of this policy to maximize MTO savings while minimizing the use of overtime, standby, or callback to backfill vacant positions.

### Scheduling of Floating MTO days

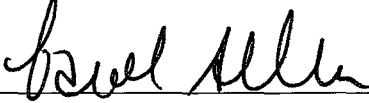
Employees designated to work during any portion of the Holiday Closures will have until the end of the corresponding fiscal year to take off the hours of MTO. Deductions in pay for all hours of MTO will



~~be amortized over multiple pay periods in the corresponding fiscal year. MTO will be used in increments of the length of one of the employee's regular shifts or less and scheduled with the approval of their supervisor. MTO shall be used before any vacation or compensatory time off, until all MTO hours have been exhausted.~~

~~Employees taking floating MTO will be provided the same protections with respect to level of benefits deductions, vacation and sick leave accrual, deferred compensation and retirement credit as employees taking MTO during the closures. MTO taken shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays.~~

FOR THE COUNTY:

  
\_\_\_\_\_

Date: 1/29/12

FOR SCLEMA:

  
\_\_\_\_\_

Date: 11/29/12

COUNTY OF SONOMA

Sonoma County Law Enforcement Management Association (SCLEMA)

Bargaining Units: 0044

**TENTATIVE AGREEMENT – Appendix B**

The County Of Sonoma (“County”) And Sonoma County Law Enforcement Management Association (“SCLEMA”) have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding (“MOU”). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

**Appendix E**

LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND

SONOMA COUNTY LAW ENFORCEMENT MANAGERS’ ASSOCIATION (SCLEMA)

The County of Sonoma and SCLEMA have agreed to the following regarding Sonoma County’s Voluntary Time Off Program:

- 1.) ~~The Sonoma County Law Enforcement Managers’ Association (SCLEMA) and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (Attachment B) for fiscal years 2010/2011 and 2011/2012.~~
- 2.) ~~The Program eligibility requirements and benefits are specified and limited to the VTO Program —described in Attachment B.~~
- 3.) ~~The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.~~
- 4.) ~~This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~
- 5.) ~~Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any~~

subject or matter contained herein.

- ~~6.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~
- ~~7.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.~~
- ~~8.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

\_\_\_\_\_  
Philip Lawrence \_\_\_\_\_ 6-10-10 \_\_\_\_\_  
SCLEMA \_\_\_\_\_ Date

\_\_\_\_\_  
Daniel Fulks \_\_\_\_\_ 6-10-10 \_\_\_\_\_  
County of Sonoma \_\_\_\_\_ Date

(Signed Document on File with Employee Relations)

# **VOLUNTARY TIME OFF (VTO) PROGRAM**

~~(Extension of V.T.O. Program through June 30, 2012.)~~

1. Purpose:

The purpose of the Voluntary Time Off program is to mitigate the need for layoffs of employees in a department. This is done by employees in that department reducing their hours worked and their pay on a temporary basis, until funding has improved or staffing levels have been reduced. Employees wishing to work less than their current FTE on a permanent basis are not eligible for this program. Employees wishing to do so should contact their department about a change in the status of their FTE (i.e. become a permanent part time employee).
2. Request Submission
  - a. An employee wishing to take Voluntary Time Off with out pay (defined as hourly rate) may submit a request for a specific number of hours/days he/she wishes to take as VTO, on the VTO Request Form. The use of VTO is voluntary by the employee and can be withdrawn by the employee at any time. Agreement by the department head to a VTO schedule is voluntary and can be withdrawn by the department at any time.
  - b. Joint agreement between the employee and his/her department head or designee is required and shall specify the exact hours/days to be taken off under VTO.
3. Employee Conditions

The department head or designee may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same allocation subject to the following conditions:

  - a. VTO shall be considered time in pay status for the accrual of benefits, cash allowance and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual and retirement credit. The Employee's base salary shall be reduced for each hour taken as VTO. The hourly cash allowance is paid for all hours in a pay status, thus will not be impacted by VTO hours taken.
  - b. VTO may be taken in increments of not less than one-half hour. VTO shall be prorated for part-time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule by up to 25% of their regular work schedule per pay period (for a full time FTE, the maximum reduction per pay period would be 20 hours).
  - c. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.
  - d. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.
  - e. VTO shall be available only to employees who are in pay status the entire work day before the beginning of the VTO, as well as the entire work day after the completion of VTO.
  - f. VTO shall not be available to employees on other leaves without pay.
  - g. VTO is contingent upon approval of the department head. Department heads may decline to agree for any reason. Approval must be received at least 5 days in advance of the requested dates, and completed

before the expiration of the VTO Program.

h. Employees on VTO may only be assigned to work overtime in case of emergencies.

4. Department Conditions

a. Any VTO savings will remain within the department in which the VTO is taken.

b. Departments by agreeing to an employee's participation in VTO are agreeing that they will not fill vacant positions in their departments in the same classifications and location of those employees that are participating in VTO. Departments may not use extra help in the same classifications and locations of employees they have approved to be in the VTO Program. If at such time, the department intends to fill vacant positions in the classifications participating in VTO, then the department shall suspend current employees' participation in the VTO program. Departments will not assign overtime to any employees in classifications participating in VTO except in emergencies.

c. Departments will consider, before approving any VTO request, the impact on revenues and reimbursements for VTO hours and only approve VTO requests that save money after taking into consideration the net impact of those revenue reductions.

~~5. Term~~

~~This program will expire on June 30, 2012~~

6. Communication

a. The County and employee organizations may develop and distribute literature to represented employees that publicizes and explains the VTO program.

THE COUNTY OF SONOMA  
**VOLUNTARY TIME OFF (VTO) REQUEST**

**INSTRUCTIONS:** Carefully read the conditions outlined in the Voluntary Time Off (VTO) Program. Complete this request form (*Please Print*), and submit it to your supervisor who will route it to your Department Head or designee for approval; then to the Department Payroll Clerk for processing and filing. **NOTE:** More than one request form may be submitted.

Name: \_\_\_\_\_ Employee #: \_\_\_\_\_

Job Class: \_\_\_\_\_ Bargaining Unit: \_\_\_\_\_ Department: \_\_\_\_\_

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS

REQUESTED VTO DATES:		TOTAL
FROM:	TO:	HOURS
<b>TOTAL:</b>		

This request is an agreement between the employee and department head or designee as outlined above. This agreement is subject to approval, and management reserves the right to institute and revoke agreements. Employees may reduce their work schedule by up to 25% of their regular work schedule (for a full time FTE, the maximum reduction per pay period would be 20 hours). A reduction in hours will not impact non salary benefit levels for employees.

VTO may be taken in increments of not less than one-half hour. VTO shall be available to employees who are in "pay status" the work day before the beginning of the VTO as well as in "pay status" the entire work day after the completion of the VTO. VTO shall not be available to employees on leaves without pay.

*The above is in accord with my understanding:*

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comment: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Comment: \_\_\_\_\_

FOR THE COUNTY:

Paul Allen

Date: 5/9/13

FOR SCLCMA:

[Signature]

Date: 5/9/13

COUNTY OF SONOMA

Sonoma County Law Enforcement Management Association (SCLEMA)

Bargaining Units: 0044

**TENTATIVE AGREEMENT – Appendix C**

The County Of Sonoma ("County") And Sonoma County Law Enforcement Management Association ("SCLEMA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by SCLEMA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

**APPENDIX C**

LETTER OF UNDERSTANDING

COUNTY of SONOMA

AND

SONOMA COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION (SCLEMA)

~~The County of Sonoma and SCLEMA have agreed to the following regarding the Staff Development Benefit Allowance and Physical Fitness Allowance (Article 10.2 – 10.3) provided by the parties' MOU:~~

- ~~1.) Due to the unavailability of funds, the SCLEMA and the County of Sonoma (County) have agreed to suspend the Staff Development Benefit Allowance and the Physical Fitness Allowance for fiscal year 2010/2011.~~
- ~~2.) During fiscal year 2010-2011 the Staff Development Benefit Allowance and the Physical Fitness Allowance will not be funded and reimbursements will not be made with the sole exception of reimbursement for, and expenses associated with, licenses and certifications required by the job specifications. These shall be funded from departmental funds.~~
- ~~3.) Any amounts that have rolled over from fiscal year 08/09 into fiscal year 09/10 will be available after July 1, 2011.~~
- ~~4.) This benefit will automatically be reinstated effective July 1, 2011.~~
- ~~5.) The terms and implementation of this agreement may not be grieved through the grievance procedure of the MOU.~~
- ~~6.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or~~



informal regarding any such matters are hereby superseded or terminated in their entirety.

- 7.) ~~Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein.~~
- 8.) ~~No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~
- 9.) ~~Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.~~
- 10.) ~~The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

Philip Lawrence 6-10-10  
~~SCLEMA~~ Date

Daniel Fulks 6-10-10  
~~COUNTY OF SONOMA~~ Date

(Signed Document on File with Employee Relations)

FOR THE COUNTY:

David Allen

Date: 11/29/12

FOR SCLEMA:

[Signature]

Date: 11/29/12



# County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 23**

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Diane Kaljian – 707-565-5950

**Supervisorial District(s):**

All

**Title:** Sonoma County Area Agency on Aging Contract Renewals.

### **Recommended Actions:**

Authorize Director of the Human Services Department to execute annual service provider contracts for FY 13/14 senior services utilizing FY 2013-14 Area Agency on Aging funding totaling \$2,037,871.

### **Executive Summary:**

This item requests authorization to enter into various contracts for senior services as described below, utilizing FY 13-14 Area Agency on Aging funding to the Human Services Department, through FY 13-14.

#### **Area Agency on Aging (AAA) FY 2013-2014 Older American Act (OAA)**

The Area Agency on Aging (AAA) contracts with community partners annually to provide senior services, such as adult day care, Alzheimer's day care, case management, legal services, transportation, ombudsman, congregate and home-delivered meals, caregiver support and respite, medication management and the health insurance and advocacy program. AAA funding policy requires that service dollars become available through a public bidding process every four years, with the most recent Request for Proposal conducted in 2011 for Fiscal Years 2011 through 2015. Funding is from ongoing federal sources – the Older Americans Act and Health Insurance Counseling & Advocacy Program (HICAP) funds through the California Department of Aging. The county has received FY 2013-14 Area Plan contract and HICAP contracts. The Board of Supervisors has been requested to approve these contracts with the California Department of Aging.

It is usual for the California Department of Aging to modify funding during each fiscal year for existing senior services. When those additional funds are allocated to the Sonoma County Area Agency on Aging, it is imperative that there be flexibility to modify contract funding to service providers expediently in order to assure continuity of services. The AAA requests authorization for the Director of the Human Services Department to amend and execute future contracts to accept unanticipated revenues.

These contracts are subject to Federal sequestration reductions. The contract funding amounts listed by

agency and service are based on FY 2012-13 funding planning estimates. Approval is requested as an “up to” amount due to the anticipated impact of Federal sequestration. Upon notification of reduction amounts, contract amendments reflecting the sequestration cuts will be required.

Funding allocations approved by the AAA Advisory Council are as follows:

<b>Catholic Charities</b>	Alzheimer’s Day Care Services	\$55,905
<b>Community &amp; Family Services Agency- West County Community Services</b>	Case Management	\$17,893
<b>Council on Aging</b>	Adult Day Care Services	\$88,908
	Case Management Services	\$91,352
	Congregate Meals	\$260,047
	Home Delivered Meals	\$536,094
	Legal Services	\$46,372
<b>North Coast Opportunities-Redwood Caregiver Resource Center</b>	Caregiver Assessment and Caregiver Support Group Services	\$60,050
	Caregiver Respite Services	\$127,642
<b>Petaluma People Services Center</b>	Adult Day Services	\$24,227
	Case Management	\$16,759
	Congregate Meals	\$42,092
	Home Delivered Meals	\$78,488
<b>Sebastopol Area Senior Center</b>	Transportation	\$41,554
<b>Senior Advocacy Services</b>	HICAP	\$414,957
	Ombudsman/Ombudsman Initiative	\$135,531
<b>TOTAL</b>		<b>\$2,037,871</b>

**Prior Board Actions:**

Every fiscal year the Board of Supervisor has approved Area Agency on Aging service provider contracts.

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

To provide services to seniors, age 60 and over, that assist with maintaining health, independence, and ability to remain at home.

<b>Fiscal Summary - FY 13-14</b>																																							
<b>Expenditures</b>		<b>Funding Source(s)</b>																																					
Budgeted Amount	\$ 2,037,871		\$																																				
Add Appropriations Req'd.	\$	State/Federal	\$ 2,037,871																																				
	\$	Fees/Other	\$																																				
	\$	Use of Fund Balance	\$																																				
	\$	Contingencies	\$																																				
	\$		\$																																				
<b>Total Expenditure</b>	<b>\$ 2,037,871</b>	<b>Total Sources</b>	<b>\$ 2,037,871</b>																																				
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>																																							
<p>\$2,037,871 expense and corresponding revenue reimbursement has been included in the FY 2013-2014 recommended budget.</p> <table border="1"> <thead> <tr> <th>SERVICE PROVIDER</th> <th>13-14 FUNDING FROM OLDER AMERICANS ACT</th> <th>13-14 FUNDING FROM HUMAN SERVICES</th> <th>13-14 TOTAL FUNDING</th> </tr> </thead> <tbody> <tr> <td>Catholic Charities</td> <td>\$55,905</td> <td>\$25,000</td> <td>\$80,905</td> </tr> <tr> <td>Community &amp; Family Services Agency-West County Community Services</td> <td>\$17,893</td> <td>\$102,089</td> <td>\$119,982</td> </tr> <tr> <td>Council on Aging</td> <td>\$1,022,773</td> <td>\$65,157</td> <td>\$1,087,930</td> </tr> <tr> <td>North Coast Opportunities-Redwood Caregiver Resource Center</td> <td>\$187,692</td> <td>\$0.00</td> <td>\$187,692</td> </tr> <tr> <td>Petaluma People Services Center</td> <td>\$83,078</td> <td>\$268,045</td> <td>\$351,123</td> </tr> <tr> <td>Community and Family Service Agency</td> <td>\$17,893</td> <td>\$25,000</td> <td>\$42,893</td> </tr> <tr> <td>Sebastopol Area Senior Center</td> <td>\$41,554</td> <td>\$0.00</td> <td>\$41,554</td> </tr> <tr> <td>Senior Advocacy Services</td> <td>\$550,488</td> <td>\$0.00</td> <td>\$550,488</td> </tr> </tbody> </table>				SERVICE PROVIDER	13-14 FUNDING FROM OLDER AMERICANS ACT	13-14 FUNDING FROM HUMAN SERVICES	13-14 TOTAL FUNDING	Catholic Charities	\$55,905	\$25,000	\$80,905	Community & Family Services Agency-West County Community Services	\$17,893	\$102,089	\$119,982	Council on Aging	\$1,022,773	\$65,157	\$1,087,930	North Coast Opportunities-Redwood Caregiver Resource Center	\$187,692	\$0.00	\$187,692	Petaluma People Services Center	\$83,078	\$268,045	\$351,123	Community and Family Service Agency	\$17,893	\$25,000	\$42,893	Sebastopol Area Senior Center	\$41,554	\$0.00	\$41,554	Senior Advocacy Services	\$550,488	\$0.00	\$550,488
SERVICE PROVIDER	13-14 FUNDING FROM OLDER AMERICANS ACT	13-14 FUNDING FROM HUMAN SERVICES	13-14 TOTAL FUNDING																																				
Catholic Charities	\$55,905	\$25,000	\$80,905																																				
Community & Family Services Agency-West County Community Services	\$17,893	\$102,089	\$119,982																																				
Council on Aging	\$1,022,773	\$65,157	\$1,087,930																																				
North Coast Opportunities-Redwood Caregiver Resource Center	\$187,692	\$0.00	\$187,692																																				
Petaluma People Services Center	\$83,078	\$268,045	\$351,123																																				
Community and Family Service Agency	\$17,893	\$25,000	\$42,893																																				
Sebastopol Area Senior Center	\$41,554	\$0.00	\$41,554																																				
Senior Advocacy Services	\$550,488	\$0.00	\$550,488																																				

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
None.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
AAA Contract Renewals.			



## 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 of Sonoma County

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Kim Seamans 565-2198

**Supervisorial District(s):**

All

**Title:** CalFresh Outreach Contract with Redwood Community Health Coalition.

### **Recommended Actions:**

Authorize Director of Human Services to execute annual service provider contract for FY 13-14 for CalFresh outreach with Redwood Community Health Coalition (\$90,000).

### **Executive Summary:**

The Department is proposing to execute a contract for the Redwood Community Health Coalition (RCHC) to solicit and complete applications for CalFresh at community based organizations and clinics throughout the county. Contracting with RCHC allows for neighborhood-based services, giving members of the community who may not be able to travel into the County campus the ability to apply for services within close proximity of their homes.

In accordance with County Purchasing recommendations that an RFP be issued at least every three years for ongoing program contracts, an RFP was issued in February 2012 for the 2012-2013 year contract for the CalFresh Outreach program. The department received three proposals in response to the RFP.

A Proposal Review Committee, consisting of a Sonoma County Human Services Program Planning Analyst, a Health Services Program Planning analyst, and a Program Planning Analyst from Contra Costa County was formed to review the competing proposals. RCHC earned the highest score from each of the three raters. After reviewing the scoring for all three proposals, the committee recommended Redwood Community Health Coalition be funded for the 2012-2013 (\$90,000).

Since the beginning of its contract on July 1, 2012 through February 2013, the program has brought in at least 1,888 completed CalFresh applications for processing and eligibility determination by the Human Services Department. At this rate they will submit an estimated 2,832 for the 2012-2013 contract year. This is a 20% increase from the prior year contract with another agency. Given the success of the Program and RCHC as a provider, staff recommends continuing with this program and provider through FY 13/14.

<b>Prior Board Actions:</b>			
December 8, 2009 – The Board of Supervisors approved the issuance of a Request for Proposal (RFP) for the original outreach contract and amendments to the Department’s 09-10 budget.			
July 12, 2011 – The Board of Supervisors authorized the renewal for one more year of the original contract with Community Action Partnership (CAP).			
June 12, 2012 - The Board of Supervisors authorized the contract with Redwood Community Health Coalition (RCHC) for 2012-2013.			
<b>Strategic Plan Alignment</b> Goal 3: Invest in the Future			
The Redwood Community Health Coalition solicits applications for CalFresh at community based organizations and clinics throughout the county. This is a strategic investment in prevention and intervention that reduces poverty and increases good health in nurturing homes and community environments.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 90,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 90,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 90,000</b>	<b>Total Sources</b>	<b>\$ 90,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
This contract is included in the FY2013-14 recommended budget. The funding is from the Department’s CalFresh allocation, and the share of the allocation meets the CalWorks Maintenance of Effort. This is the only contract with the Human Services Department which amounts to \$90,000.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			

<b>Attachments:</b>
None
<b>Related Items "On File" with the Clerk of the Board:</b>
Contract





## 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:** County of Sonoma Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jerry Dunn 565-5750

**Supervisorial District(s):**

All

**Title:** Designation of Administrator of Record for Valley of the Moon Children's Home

### **Recommended Actions:**

Adopt resolution authorizing the Director of the Human Services Department to designate an Administrator of Record for the Valley of the Moon Children's Home to meet Community Care Licensing requirements.

### **Executive Summary:**

The California Department of Social Services (CDSS) requires counties that administer an emergency shelter (in Sonoma County the Valley of the Moon Children's Home (VMCH) falls under these requirements) to comply with group home licensing regulations. One of those regulations requires that the county designate an administrator of record.

The Administrator of Record serves as a Department Representative to work with CDSS to satisfy licensing requirements for the facility. The Administrator is responsible for ensuring that the facility is meeting the licensing regulations put in place for all program operations. This responsibility is for all program operations at VMCH from meeting CCL's requirements for staffing ratios, training requirements, youth complaint procedures, youth's personal rights, medication policies and procedures to reporting requirements, appropriate amount of bedding and storage space etc. The Administrator is also responsible for working with CDSS if VOMCH is ever found to be out of compliance and to make necessary corrections.

The prior resolution by the Board authorized the Human Services Department Director and specifically listed Dianne M. Edwards, the Director at that time, to designate an administrator. As Ms. Edwards is no longer the Department Director and the individual previously designated as administrator of record has changed positions, CDSS is requesting a new resolution for Board of Supervisor approval of the current Administrator. The recommended action is written in a manner that gives authority to the Department Director positions to designate an administrator of record. Specifically, this Administrator of Record is the Valley of the Moon Program Manager or Section Manager responsible for the Valley of the Moon and who also holds a current group home administrator license.

<b>Prior Board Actions:</b>			
4/19/2005: Resolution authorizing the Human Services Department Director, Dianne M. Edwards, to designate an administrator.			
<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
An Administrator of Record is necessary to act on the behalf of the Director of Human Services in managing the Children’s Home and to otherwise serve as a Department representative to work with CDSS to satisfy additional licensing requirements.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req’d.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$                    0</b>	<b>Total Sources</b>	<b>\$                    0</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
There are no fiscal impacts resulting from this administrative action.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Resolution			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



County of Sonoma  
State of California

Date: June 4, 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 Director of the Human Services Department to designate an Administrator of Record for the Valley of the Moon Children's Home to meet Community Care Licensing requirements.**

**Whereas**, the County, through the Human Services Department, operates the Valley of the Moon Children's Home to provide emergency shelter care for children who have been abused and/or neglected; and

**Whereas**, on April 16, 2001, California Department of Social Services (CDSS) was ordered to license all county shelter care facilities; and

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors hereby authorizes the Director of the Human Services Department to designate an Administrator of Records for the Valley of the Moon Children's Home to act on the behalf of the Director of Human Services in managing the Children's Home and to otherwise serve as a Department representative to work with CDSS to satisfy additional licensing requirements.

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: 26**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Nick Honey 565-4343

**Supervisorial District(s):**

All

**Title:** Independent Living Skills Program

### **Recommended Actions:**

Authorize the Director of Human Services Department to execute an agreement for FY 13/14 with On The Move-V.O.I.C.E.S. Sonoma for the administration of the Independent Living Skills Program for the period of July 1, 2013 to June 30, 2014 (\$200,000).

### **Executive Summary:**

The Board is requested to authorize the Human Services Department Director to execute an agreement with On The Move – V.O.I.C.E.S. (Voicing Our Independent Choices for Emancipation Support) Sonoma for the administration of Independent Living Skills Program, for the period of July 1, 2013 to June 30, 2014, in an amount of \$200,000.00.

The Sonoma County Independent Skills Living Program (SCILP) is a comprehensive program that fully integrates Independent Living Skills services as required under child welfare legislation and regulations through providing core education, career development, health and safety, mentoring, daily living skills, financial resources, and housing information services to emancipating foster youth. These services prepare foster youth for successful independent living, provide the skills required to achieve self-sufficiency before leaving the foster care system, and provide supportive services.

The goal of this program is to enable young adults in the program to achieve self sufficiency before leaving the foster care system. Indicators of success include assisting youth in obtaining a high school diploma or GED, stable housing, a source of income, a job and/or college attendance, supportive permanent relationships, and a plan for utilizing available community resources.

VO.I.C.E.S is a nonprofit agency in Santa Rosa which focuses on preparing youth for successful independent living and provides youth with the skills required to achieve self-sufficiency. V.O.I.C.E.S. shall provide, at a minimum, service that are based on the need of the youth and range from intensive one-on-one services to group activities. Required Core Services of the program are education, career development, assistance and referral to promote health and safety skills, leadership opportunities, mentor programs, daily living skills, financial resources, and housing resources. Independent Living Skills services are provided to current foster youth who are dependents or wards of the Juvenile Court, and former foster youth from both court systems beginning at age 16 up to age 21

years.

The Department issued a Request for Proposals (RFP) in January 2012. The Department received one proposal. The proposal from On the Move – V.O.I.C.E.S. far exceeded minimum requirements and provided detailed plans for the provision of services with the additional component of including youth leaders in the provision of services. The proposal includes strong partnerships with other local agencies and experience in serving transitional age youth and represents a new dimension of ILP service provision in Sonoma County because it has resulted in more services being provided to more youth in the community. Following this RFP, the Board approved a contract with VOICES for these services on June 12, 2012 in the amount of XXXX through DATE. Staff recommends continuing this program and provider in FY 13/14. These services cannot be performed in house because XXXX.

**Prior Board Actions:**

6/12/12 – Board approved contract with VOICES for Independent Living Skills services for FY 12/13.

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

The Independent Living Skills program prepares foster youth for successful independent living provide the skills required to achieve self-sufficiency before leaving the foster care system, and provide supportive services.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 200,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 200,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 200,000</b>	<b>Total Sources</b>	<b>\$ 200,000</b>

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

On The Move receives a total of \$209,000 for all their services from the Human Service Department. In FY 13/14 Independent Living Skills Program will receive \$200,000.

**Staffing Impacts**

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

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



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 27**

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Diane Kaljian – 707-565-5950

**Supervisorial District(s):**

All

**Title:** Mental Health Services Act Older Adults Collaborative Sub-Grants.

**Recommended Actions:**

Authorize the Director of Human Services to execute annual service provider agreements for FY 13/14 for case management and counseling services for older adults as follows: Council on Aging, \$40,157; Petaluma People Services Center, \$32,045; Community and Family Service Agency, \$64,089; Jewish Family Children’s Services, \$24,338.

**Executive Summary:**

This item requests approval of various agreements for case management and counseling services for older adults, all with a term of July 1, 2013 through June 30, 2014. The specific agreements are as follows: Council on Aging, \$40,157; Petaluma People Services Center, \$32,045; Community and Family Service Agency, \$64,089; and Jewish Family Children’s Services, \$24,338.

**Background:**

In 2009, the Sonoma County Human Services Department, Adult and Aging Division and four partner agencies: Council on Aging (COA), Jewish Family and Children’s Services (JFCS), Petaluma People Services Center (PPSC), and Community & Family Service Agency came together as the *Older Adults Collaborative (OAC)*.

Adult and Aging Services was selected as the lead agency for the collaborative. The OAC submitted a successful proposal to Sonoma County Health Services Department Request for Proposals (RFP) to award Mental Health Services Act (MHSA) – Prevention and Early Intervention funding to provide services to reduce depression and suicide among older adults throughout Sonoma County. The MHSA \$243,378 annual award has been in place since 2009, and the amount has been stable since FY 11/12, to finance direct services provided by the Collaborative partners under service agreements totaling \$160,629 and through a direct allocation to Human Services Adult & Aging division of \$82,749.

Adult and Aging (A&A) provides direct services and also has the responsibility to coordinate the Collaborative, compile data to comply with funding requirements, review invoices, and distribute funds to providers. Of the \$82,749 allocated A&A receives \$40,000 or 16% of the total annual allocation for administrative tasks.

This action is to renew the contracts already in place for an additional two fiscal years. This is the fourth year of the program, which is expected to continue as long as MHSA funding is available. The OAC meets regularly and agrees on the funding allocation amounts for each agency as well as determining the direction of the collaborative. The funding amounts are agreed upon based on the number of seniors served and services provided (see attachment).

The OAC will continue to implement a Prevention and Early Intervention model to reduce depression and suicide among older adults throughout Sonoma County. By combining the expertise of four community-based agencies and the Human Services Department, Adult and Aging Division, the Older Adult Collaborative (OAC) is meeting a mutual and long-standing commitment to serve all seniors in the county. In order to prevent suicide and depression in seniors, the OAC partners have implemented and will continue: (1) Healthy IDEAS (Identifying Depression, Empowering Activities for Seniors) evidence-based depression care management program; (2) strengthened inter-and intra-agency referrals within community-based organizations and the medical community; and (3) standardized data collection and outcome measures to monitor and improve service delivery to seniors with depression.

The collaborating agencies throughout the county will refer seniors participating in existing OAC partner programs such as Meals on Wheels, In-Home Supportive Service (IHSS), Adult Protective Services (APS), case management, and friendly visitors. Seniors will be screened for depression and receive education, in-home counseling, and depression care management services from the evidence-based Healthy IDEAS model. Outreach to linguistically isolated seniors, those of color, low-income, and the Lesbian Gay Bisexual Transgender Questioning (LGBTQ) community is a continuing focus of the collaborative. Breakdown of the agencies' funding is as follows:

Council on Aging	\$ 40,157
Petaluma People Services Center	\$ 32,045
Community and Family Service Agency	\$ 64,089
Jewish Family Children's Services	<u>\$ 24,338</u>
<b>MHSA Contract Funding Sub-total</b>	<b>\$160,629</b>
Adult and Aging Division (direct services)	\$ 42,749
Adult and Aging Division (Administrative Oversight)	<u>\$ 40,000</u>
<b>MHSA Funding Total</b>	<b>\$243,378</b>

**Prior Board Actions:**

October 2, 2012 Board Approved MHSA-OAC Subgrants  
 August 16, 2011 Board Approved MHSA-OAC Subgrants



January 12, 2010 Mental Health Services Act (MHSA) Prevention and Early Intervention Program:  
Resolution No. 10-0046 and Resolution No. 10-0246

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

To detect and reduce the severity of depressive symptoms in older adults with chronic health conditions and functional limitations through existing community-based case management in order to increase quality of life.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 243,378		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 243,378
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 243,378</b>	<b>Total Sources</b>	<b>\$ 243,378</b>

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

Human Services Department (HSD) has an MOU with Health Services Department for \$243,378. HSD subcontracts with Older Adult Collaborative partner agencies for provision of service totaling \$160,629 and \$82,749 is allocated to Adult & Aging as a provider of direct services and for administrative oversight responsibilities. Funding is included in the FY 13-14 HSD budget.

SERVICE PROVIDER	13-14 FUNDING FROM MHSA/OAC	13-14 FUNDING FROM HUMAN SERVICES	13-14 TOTAL FUNDING
Council on Aging	\$ 40,157	\$1,047,773	\$1,087,930
Petaluma People Services Center	\$ 32,045	\$319,078	\$351,123
Community and Family Service Agency	\$ 64,089	\$55,893	\$119,982
Jewish Family Children's Services	\$ 24,338	\$0.00	\$24,338

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Older Adult Collaborative Client Services Projections for 2013-14			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Older Adults Collaborative Contracts			

OAC Projected Contract Goals 2013-2014

	A&A	COA	JFCS	PPSC	WCCS/FSA	OAC
	Projected Goal	Projected Goal	Projected Goal	Projected Goal	Projected Goal	Projected Goal
1. Number of Clients Offered Screening	1200	1100	40	150	80	2570
2. Number of Clients Screened	1000	900	40	145	60	2145
3. Number of Clients Screened Positive	200	200	20	12	25	457
4. Number of Clients Educated	1000	1100	25	145	60	2330
5. Number of Clients Referred for MH Services	125	100	25	9	15	274
6. Number of Clients Who Chose an Activity Goal (BA)	10	25	6	8	15	64
7. Number of Home Visits	35	60	50	25	60	230
8. Number of Phone Calls	60	100	95	35	100	390
9. Number of Community Resource Referrals (other than counseling)	15	30	75	25	60	205
10. Number of Improved PHQ-9	5	15	8	3	3	34
11. Number of Counseling Clients					20	20
12. Total Counseling Sessions					200	200
13. In-Home Counseling Sessions					160	160



## 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 of Sonoma County

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Kim Seamans (707) 565-2198

**Supervisorial District(s):**

All

**Title:** General Assistance Residential Rehabilitation Agreements

### **Recommended Actions:**

Authorize the Director of Human Services to execute Memorandum of Understanding renewals for FY 13/14 with the opportunity to extend through FY 15/16, for recovery and vocational services to General Assistance participants with the following entities: California Human Development (CHD) \$70,000; Women's Recovery Services (WRS) \$13,000; and Drug Abuse Alternatives Center (DAAC) \$160,506.

### **Executive Summary:**

The Human Services Department is requesting authority to execute agreements for fiscal years 2013-2014, with the option to review annually and extend for two additional fiscal years with the California Human Development (\$70,000), Women's Recovery Services (\$13,000) and Drug Abuse Alternatives Center (\$160,506) to provide residential rehabilitation and vocational services to General Assistance participants.

These non-profit facilities are licensed to provide recovery and vocational services to alcohol and drug addicted individuals. Each facility addresses medical and mental health issues. General Assistance program recipients are limited to 180 days of participation in a life time in a Drug/Alcohol Treatment Facility. Any licensed and eligible facility can apply to become a General Assistance facility.

The agreements reflect the scope of services and program capacity of each contractor and the requirements for participating in direct vendor payments of General Assistance benefits from Human Services. Expenditures paid to each contractor are based on the number of program participants and their length of stay. The agencies are limited under the terms of these agreements to the following maximum numbers of General Assistance participants: California Human Development, Athena House – 27 female adult residents; Casa Teresa and Casa Calmecac can accommodate a combined total of 30 residents; normally 18 at Casa Calmecac and 12 at Casa Teresa but at times have been allowed to transfer a "bed" to one or the other if need arises. Drug Abuse Alternatives Center, Turning Point can accommodate 99 residents, in any combination of male and female as it is a co-ed establishment.

Contracted facilities receive direct General Assistance payments of \$353 per month for room, board, and care for each General Assistance eligible participant in residence. The maximum General Assistance grant for participants not residing in a facility is \$342 per month. The \$11 differential provides for administration and reporting costs. Generally, the rent portion of the General Assistance issued for any client is paid directly to the landlord. In facility cases, the drug and alcohol facility is the landlord and directly receives the General Assistance benefit on behalf of the client. These agreements streamline the administrative process by allowing the Department to have one agreement per facility instead of multiple, individual rental agreements on behalf of each General Assistance client staying at the facility. These facilities must be duly qualified by reason of license, training, experience, equipment, organization, staffing, and facilities to provide the Residential Rehabilitation services.

**Prior Board Actions:**

Resolution 95-0328 dated March 21, 1995 authorizes the Director of Human Services to enter into agreement with residential rehabilitation programs that will provide services for and care of health and welfare clients.

Since the year 2000, the Board has authorized the Director of Human Services to enter into agreements with residential rehabilitation programs.

June 19, 2012 The Board of Supervisors authorized the contract with California Human Development, Women’s Recovery Services and Drug Abuse Alternatives Center.

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

The General Assistance residential treatment centers provide a supervised home-like environment and develop a continuing plan of growth for return to work, school or other constructive endeavors. This is a strategic investment in prevention and intervention that reduces poverty and increases good health in a community environment.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 243,506	County General Fund	\$ 243,506
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 243,506</b>	<b>Total Sources</b>	<b>\$ 243,506</b>

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

Funding for these agreements is included as part of the General Assistance Program budget within the recommended fiscal year 2013-2014 budgets. The three General Assistances residential treatment centers received a total of \$353,506 from the Human Services Department in FY 13/14, of which this item is \$243,506. Expenditures are fee for service and based on individual General Assistance eligibility determinations for residents of the treatment facilities. Individual MOU amounts are approximate due to unknown factors such as the demographics composition of the General Assistance population as

compared to the services and treatment approach of each program, the number of referrals made to the facilities, the available beds in each facility and the eligibility determination for each individual resident. Approximation expenditures for each organization are estimated to be \$13,000 for Women’s Recovery Services, \$160,506 for Drug Abuse Alternative Center, and \$70,000 for California Human Development. Future FY cost will be included in the 14/15 and 15/16 recommended budgets.

**Staffing Impacts**

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

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

None

**Attachments:**

None

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

Agreements



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 29**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Nick Honey – (707) 565-4343  
Regina de Melo – (707) 565-4346

**Supervisorial District(s):**

All

**Title:** Contracted Supportive Services for Child Welfare Clients

### **Recommended Actions:**

Authorize the Director of Human Services to execute annual services provider agreements for FY 13/14 for supportive services to child welfare clients with Karen Church (\$67,000), Alternative Family Services (\$94,000), Sonoma County Adult and Youth Development (\$30,000), Sunny Hills Services (\$177,000), Kathleen Dark, PhD (\$35,000) and Rodolfo Rodriguez, PhD (\$50,000) for a total amount of \$453,000.

### **Executive Summary:**

The Department is requesting that the Board authorize the Human Services Department Director to execute agreements for the period of July 1, 2013 to June 30, 2014 with Karen Church (\$67,000), Alternative Family Services (\$94,000), Sonoma County Adult and Youth Development (\$30,000), Sunny Hills Services (\$177,000), Kathleen Dark, PhD (\$35,000), and Rodolfo Rodriguez, PhD (\$50,000) to provide Client Support, Kinship and Therapy Services for a total \$ 453,000.

### **Background**

The Family, Youth and Children's Services Division of the Human Services Department (HSD) works with children and their families to alleviate the results of abuse or neglect. Contracted service providers deliver much needed services to children and assist parents and families in learning skills needed to care for their children who are in danger of being removed or have been removed from their homes due to abuse or neglect. These services are generally part of a parent's court-approved plan to reunify or remain with their children. Without these services, families may stay in the child welfare system for a longer period of time, thus increasing time spent in out of home placements for children and increased costs associated with foster care benefits.

### **Client Support Services Contracts**

Client Support Services are provided to families that have an active Case Plan in order to support the family in their efforts to mitigate the issues that led to the child abuse or neglect. In 2011, a procurement process was completed to select programs that would provide components of the Client

Support Services program. These components included Parenting Services and Resource Assistance. Agreements with the agencies listed below were established. Contracts for the 2013-2014 fiscal year total \$191,000.

<b>Alternative Family Services</b>	Parenting Services	\$94,000
<b>Karen Church</b>	Parenting Services	\$67,000
<b>SCAYD</b>	Parenting Services and Resource Assistance	\$30,000

*(Sonoma County Adult and Youth Development)*

**Kinship Support Services**

Relatives are an important placement option for children who might otherwise spend years in foster or group homes. At any given time, between 25% and 30% of Sonoma County’s foster children live with a safe relative or extended family member. In most cases, becoming a caregiver to a child is unexpected. Supportive services targeted directly at relative caregivers are critical to placement success and in many instances these services may prevent a child from entering the Child Welfare System altogether. Additionally, children who live with relatives are more likely to maintain connections with siblings and experience fewer moves from one foster home to the next than children placed with non-related foster families.

The Department conducted a Request for Proposals process for the Kinship Services program in the 2011 and Sunny Hills Services was selected as the designated contractor for the Kinship Services. Sunny Hills Services operates the Sonoma Kinship Family Center, which provides a variety of supportive services targeted specifically for relative caregivers. These services include: ongoing case management, support groups, assistance with filing for legal guardianship, caregiver respite and recreation, referrals to health, mental health, financial and legal services, after school tutoring for children, transportation and translation services.

These services address safety, permanency and well-being outcomes for dependent children as identified in the Child Welfare System Improvement Plan. The contract with Sunny Hills is for \$177,000 and is unchanged from the prior fiscal year.

**Therapy Services**

Therapy services are a key tool to help social workers meet the needs of children and their families. Therapeutic services include counseling, psychological assessments and other specialized therapeutic options. A Request for Application procurement process for therapy providers was completed in March of 2012. Each application was reviewed for experience, appropriate licensure, liability insurance and other contract requirements. All providers earn the same rates, as established and paid by the Division. Kathleen Dark, PhD and Rodolfo Rodriguez, PhD are two of the most utilized providers of therapy services. They are able to provide a wide array of services that meet many clients’ needs, and Rodolfo Rodriguez, PhD works with many of FY&C’s Spanish speaking clientele. The contracts for these two vendors will be as follows:

<b>Kathleen Dark, PhD</b>	Therapy Services	\$35,000
<b>Rodolfo Rodriguez, PhD</b>	Therapy Services and Psychological Evaluations	\$50,000



Funding for all of these contracts is included in the Department's proposed 2013-2014 fiscal year budget and was part of the 2011 State re-alignment (AB 109).

**Prior Board Actions:**

The Board of Supervisors approved a previous item to execute agreements to provide therapeutic and other specialized services to child welfare clients in March 2012. Annual contracts for Kinship Support and Client Support Services were approved by the Board in June 2012.

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

This action supports the goal of a safer and healthier community by providing supportive services to families involved in the child welfare system. These services mitigate the impacts of past traumas, educate parents, create support systems for families and in turn, promote the safety of children.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 453,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 453,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 453,000</b>	<b>Total Sources</b>	<b>\$ 453,000</b>

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

These contracts are budgeted within the Department's proposed 2013-2014 budget to be presented for Board of Supervisors approval. These contracts with Karen Church (\$67,000), Alternative Family Services (\$94,000), Sunny Hills Services (\$177,000), Kathleen Dark, PhD (\$35,000) and Rodolfo Rodriguez, PhD (\$50,000) represent the entire amount that the Human Services Department contracts with these organizations. In addition to this contract with SCAYD for \$30,000, the Human Services Department contracts with SCAYD for Therapy Services in the amount of \$16,000 for a total of \$46,000.

**Staffing Impacts**

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

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

None

<b>Attachments:</b>
None
<b>Related Items "On File" with the Clerk of the Board:</b>
Contracts with Alternative Family Services, Karen Church, SCAYD, Sunny Hills Services, Kathleen Dark, PhD, and Rodolfo Rodriguez, PhD.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 30**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Sherry Alderman (707) 565-8501

**Supervisorial District(s):**

All

**Title:** Employment and Training SonomaWORKS Service Agreements

### **Recommended Actions:**

1. Authorize the Director of the Human Services Department to execute annual service agreements for FY 13/14 for employment and training related services to benefit SonomaWORKS clients with the following agencies: Goodwill Industries of the Redwood Empire (\$1,742,100); Young Women's Christian Association (YWCA) of Sonoma County (\$52,068); and Santa Rosa Junior College (\$212,361), for a combined total of \$2,006,529.

The Human Services Department is requesting the Board of Supervisors authorize the Director to execute service agreements for FY 2013-2014 with the following agencies for the indicated SonomaWORKS programs: Goodwill Industries of the Redwood Empire for a total of \$1,742,100 for the Employment Services Program (\$913,100), Community Service Program (\$300,000), Learning Enhancement and Achievement Program (LEAP) (\$75,000), Temporary Employment Program (TEP) (\$312,000), and Subsidized Employment Program (SEP) (\$142,000); YWCA of Sonoma County for the Domestic Abuse Services Program for a total of \$52,068; and the Santa Rosa Junior College for SonomaWORKS Services for a total of \$212,361. These programs are administered by the Sonoma County Human Services Department's Employment & Training Division.

### **Recommendation Resulting from Request for Proposals (RFP) Process**

In January 2013, the Human Services Department issued an RFP to procure a service provider for the SonomaWORKS Community Service Program. Two proposals were received, one from Goodwill Industries of the Redwood Empire and one from Catholic Charities of the Diocese of Santa Rosa. A Proposal Review Committee consisting of a representative from the Probation Department, the Health Services Department and a retired Supervising Accountant reviewed and ranked the proposals and recommended that funding be awarded to Goodwill Industries of the Redwood Empire. The Review Committee's recommendations were forwarded to the Workforce Investment Board (WIB) Executive

Committee for action. The WIB Executive Committee approved the recommendations on April 10, 2013. The procurement allows for an agreement in the initial program year for which it occurs, and up to two subsequent program years if funding is available and contractor's performance is satisfactory.

#### **Service Agreements for FY 2013-2014**

SonomaWORKS contracted services assist participants throughout the county to move from public assistance to paid employment by providing employment assistance, education and training, and other support as part of the County's Welfare-to-Work program.

These services are procured through a competitive process every three years to ensure that the County continues to secure contractors who have strong experience in performing the services. The renewals of contracts for fiscal year 2013-2014 that did not require a competitive process are based on the current year performance by the individual contractor and funding availability.

#### **Goodwill Industries of the Redwood Empire - Employment Services Program - \$913,100**

Employment Services provides SonomaWORKS participants with assessment and job search assistance and job preparation skill development to assist them in finding and retaining paid employment. The program offers a rigorous schedule and a curriculum that encourages independent career development and teaches up-to-date job seeking techniques. Services also include linking participants directly to employers and providing services to adults moving out of the justice system or facing other obstacles to employment such as English language needs or learning disabilities. This service was last procured in 2011 and will be due for a new procurement process in Spring 2014.

#### **Goodwill Industries of the Redwood Empire - Community Service Program - \$300,000**

The Community Service program provides SonomaWORKS participants with work experience through unpaid community service jobs in public and private non-profit agencies throughout the county. The program provides participants the opportunity to increase their job skills, develop good work habits, and the life skills needed to find and retain paid employment. This service procurement was discussed previously in this report and will be due for a new procurement process in Spring 2016.

#### **Goodwill Industries of the Redwood Empire - Learning Enhancement and Achievement Program - \$75,000**

The Learning Enhancement and Achievement Program (LEAP) serves SonomaWORKS participants who have been identified as having a learning disability with the development of a workplace and educational accommodation plan to reduce the difficulties that these participants' face in meeting their employment and self-sufficiency goals. By addressing their learning disabilities, participants are more likely to complete education and training and therefore secure and retain paid employment.

In January 2013, the Human Services Department issued a Request for Letter of Interest (RFLI) to procure a service provider for the SonomaWORKS Learning Enhancement and Achievement Program (LEAP). The RFLI resulted in a single letter of interest from the current contractor, Goodwill Industries of the Redwood Empire (GIRE). GIRE has delivered these services effectively in the past and therefore the Department developed an agreement for GIRE to continue to perform this service. This service will be due for a new procurement process in Spring 2016.

**Goodwill Industries of the Redwood Empire - Temporary Employment Program - \$312,000**

The Temporary Employment Program (TEP) provides SonomaWORKS participants short term, subsidized employment for one calendar month that results in additional income and work experience for the participants without affecting their SonomaWORKS grant. The County, in turn, improves its Work Participation Rate (WPR), which measures the degree to which parents in SonomaWORKS families are engaged in work activities that lead to self-sufficiency. This service was procured in 2012 and will be due for a new procurement process in Spring 2015.

**Goodwill Industries of the Redwood Empire - Subsidized Employment Program - \$142,000**

The Subsidized Employment Program (SEP) provides SonomaWORKS participants with subsidized employment opportunities. Employers are reimbursed up to 50% of participant wages for up to six months to provide on-the-job training. The program staff works closely with the employers to ensure participants’ successful transition from subsidized employment during the specified training period to unsubsidized employment. This service was procured in 2012 and will be due for a new procurement process in Spring 2015.

**YWCA of Sonoma County – Domestic Abuse Services Program - \$52,068**

The Domestic Abuse Services Program is designed to assist SonomaWORKS participants identify, escape, or stop domestic abuse as well as manage the effects of domestic abuse on their lives, including obtaining and retaining employment and becoming self-sufficient. Program participants are referred to the YWCA’s Family Advocate who provides on-site support to SonomaWORKS participants referred to the Domestic Abuse Services Program. The Family Advocate may also make referrals to domestic violence prevention, intervention, and treatment resources, including legal services, the YWCA Safe House, a 24-hour telephone hotline, and individual and group counseling. This service was procured in 2012 and will be due for a new procurement process in Spring 2015.

**Santa Rosa Junior College – SonomaWORKS Services - \$212,361**

This agreement provides services to SonomaWORKS participants who are enrolled in education/vocational training at Santa Rosa Junior College. Services for participants include assistance in defining educational goals, counseling to encourage scholastic and employment success, documentation of attendance, opportunities for work experience, coordination of services with County SonomaWORKS staff, and appropriate referrals and follow-up for participants with disabilities. The agreement also provides for instruction on basic computer skills. This agreement is made through a single-sourced procurement under the State of California’s provisions for contracting with institutions of higher education and therefore exempt from the Request for Proposal process.

**Prior Board Actions:**

The Board of Supervisors has annually approved funding and service agreements and renewals for the programs included in this item.

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

These agreements provide services to SonomaWORKS participants to assist in their transition to self-sufficiency.

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 2,006,529	Select an item.	\$
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 2,006,529
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 2,006,529</b>	<b>Total Sources</b>	<b>\$ 2,006,529</b>

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

Funding amounts for these programs are included in the Human Services Department’s FY 13-14 recommended budget. The sources of these funds are CalWORKs under the Temporary Assistance for Needy Families (TANF) act and the California Community Corrections Grant Program (AB 118). There is no cost to the County. The only funds that Goodwill Industries and the Santa Rosa Junior College receive from the Human Services Department are those associated with these contracts. The YWCA receives a total of \$57,068 including this contract included in this agenda item.

**Staffing Impacts**

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

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

None

**Attachments:**

None

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

Employment & Training Service Agreements



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 31**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Kim Tucker; 565-2668

**Supervisorial District(s):**

**Title:** Increase in the filing fee allocation for the Sonoma County Public Law Library.

### **Recommended Actions:**

Adopt an Ordinance increasing the Sonoma County Public Law Library's portion of the civil filing fee for the Superior Court from \$35 to \$38 effective January 1, 2014 and from \$38 to \$41 effective January 1, 2015.

### **Executive Summary:**

The Board of Trustees of the Sonoma County Public Law Library is requesting the Board of Supervisors adopt an Ordinance authorizing an increase in the Law Library's portion of civil filing fees from \$35 to \$38, effective January 1, 2014 and an increase from \$38 to \$41, effective January 1, 2015 pursuant to Business and Professions Code section 6322.1. The increase is necessary to defray the expenses of the law library. On May 7, 2013, the Board of Supervisors adopted a Resolution introducing, reading the title of and waving further reading of the Ordinance.

Pursuant to Business and Professions Code section 6300 et seq., the Law Library is a separate county entity governed by its own Board of Trustees consisting of five judges and two members representing the Sonoma County Board of Supervisors and the Sonoma County Bar Association. The primary source of income for the Law Library is a small portion of the Sonoma County Superior Court civil filing fees.

### **Prior Board Actions:**

On May 7, 2013, the Board adopted a Resolution introducing, reading the title of and waving further reading of a Ordinance increasing the Sonoma County Public Law Library's portion of the civil filing fee for the Superior Court from \$35 to \$38 effective January 1, 2014 and from \$38 to \$41 effective January 1, 2015 (First Reading). The Board adopted Ordinance 5080, effective January 8, 1998, which increased the Law Library filing fee from twenty to twenty-three dollars. Board adopted Ordinance 5315, effective January 1, 2002, which increased Law Library filing fee from twenty-three dollars to twenty-six dollars. Board adopted Ordinance 5448, effective January 1, 2004 which increased the Law Library filing fees from twenty-six dollars to twenty-nine dollars. Board adopted Ordinance 5607 which increased the Law Library filling fee allocation from twenty-nine dollars to thirty-two dollars effective January 1, 2006 and from thirty-two dollars to thirty-five dollars, effective January 1, 2007.

**Strategic Plan Alignment**      Not Applicable

**Fiscal Summary - FY 12-13**

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

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

Fiscal Year 2013-2014 – The Sonoma County Public Law Library is a statutorily created body separate from the County government. The law library budget is set and managed by an independent Board of Trustees.

**Staffing Impacts**

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

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

**Attachments:**

Ordinance

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



**An Ordinance of the Board of Supervisors of the County of Sonoma, State Of California,  
Repealing Ordinance No. 5607 and Establishing the Allocation of Civil Filing Fees for the  
Sonoma County Public Law Library**

The Board of Supervisors of the County of Sonoma, State of California, ordain as follows:

SECTION I. Ordinance No. 5607, which fixed the Sonoma County Public Law Library allocation of filing fees at \$33 effective January 1, 2006 and \$35 effective January 1, 2007, is repealed as of January 1, 2014.

SECTION II. Based on information presented by The Board of Trustees of the Sonoma County Public Law Library, this Board finds and declares:

1. The costs associated with the continued operation of the Sonoma County Public Law Library have risen over the last several years.
2. The main source of Law Library funding, court filing fees, has declined during that same period due to filing fee waivers, small claims actions and a decline in civil filings.
3. The Sonoma County Public Law Library has been using its reserve fund for operational use.
4. Business and Professions Code section 6322.1 authorizes increase in the Law Library's portion of filing fee revenue.
5. The proposed fee increase has been duly noticed as required by state law.

SECTION III. Based on the above findings, this Board orders:

1. Effective January 1, 2014, the portion of amounts collected as civil filing fees by the Sonoma County Superior Court Clerks and deposited into the Sonoma County Public Law Library Trust Fund/Account shall be increased by three dollars (\$3.00), as permitted by law, to a total of thirty-eight dollars (\$ 38.00).
2. Effective January 1, 2015, the portion of amounts collected as civil filing fees by the Sonoma County Superior Court Clerks and deposited in the Sonoma County Public Law Library Trust/Account shall be increased by three dollars (\$3.00), as permitted by law to a total of (\$41.00).

3. A copy of the action of the Board of Supervisors that establishes the increased allocation shall be provided to the Administrative Office of the Courts as soon as it becomes available but no later than December 15 of the year before the increased distribution goes into effect.

SECTION IV. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective to the fact that any one or more sections, subsections, clauses or phrases be declared unconstitutional or invalid.

SECTION V. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in The Press Democrat, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 7th day of May 2013, and finally passed and adopted this 4<sup>th</sup> day of June, 2013, on regular roll call of the members of said Board by the following

**Supervisors:**

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

**SO ORDERED.**

---

Chair, Board of Supervisors  
County of Sonoma

**ATTEST:**

---

Clerk of the Board of Supervisors



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 32**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Denise Peter (707) 565-7385

**Supervisorial District(s):**

**Title:** Contract for technical assistance on the Integrated Development Code.

### **Recommended Actions:**

Authorize the Board Chair to execute Second Amendment to Jacobson & Wack Consulting Services Agreement for zoning code technical assistance services, to extend the term of the agreement from June 30, 2013 to June 30, 2015. All other terms of the agreement remain unchanged and in full force.

### **Executive Summary:**

This item requested Board approval of the second amendment to the contract with Jacobson & Wack Consulting Services to extend the term from June 30, 2013 to June 30, 2015. The contract is for zoning code technical assistance services and all remaining terms of the agreement remain unchanged.

**Background:** The new Integrated Development Code will implement the County's General Plan 2020 adopted in 2008, and will consolidate and streamline the County's development regulations. The Integrated Development Code project was directed by the Board in 1999, and was put on hold until the adoption of the General Plan. The Code is being prepared to allow for future inclusion of the County's CEQA Ordinance, Subdivision Ordinance, Coastal Ordinance, Resource Management Ordinances, and Building Ordinances.

In 2004, the County of Sonoma contracted with Crawford, Multari & Clark Associates (CMCA), planning consultants, to update the County's Zoning Ordinance. CMCA had extensive experience in local code revision. The firm produced an administrative draft of the Zoning Ordinance, but the project was put on hold while GP2020 was underway. The contract was extended in June of 2006 to provide an additional two years. Tragically, the lead consultant, Paul Crawford passed away before the completion of the contract. Paul Crawford was the firm's primary planning consultant, and his partners at CMCA identified the firm of Jacobson and Wack, a subconsultant of CMCA, to finish the Development Code Work.

The consulting firm of Jacobson & Wack had been a sub-consultant to CMCA on many code projects.

Jacobson & Wack's work locally includes assistance with Development Codes for Marin County and the cities of Sonoma, Cotati, Petaluma, and Santa Rosa. The firm received a national award from the American Planning Association for their work on the City of San Bernardino Development Code for its easy to use format, graphics and language. Bruce Jacobson's experience also includes Deputy Planning Director for the Counties of San Luis Obispo and Ventura – coastal and agricultural communities which face similar development issues as Sonoma County.

This first phase of the Development Code update has taken longer than anticipated due to staff and County Counsel's assignment to other priority projects.

The Board originally approved the contract with Jacobson & Wack on January 6, 2009, with a contract expiration date of June 30, 2011.

A First Amendment to Agreement for Consulting Services extended the Term of agreement from June 30, 2011 to June 30, 2013, with no net increase in cost to the County.

The Second Amendment to Agreement for Consulting Services will extend the term of agreement from July 1, 2013 to June 30, 2015. If not approved, Jacobson and Wack would not be available to assist PRMD with completion of the Integrated Development Code update, resulting in further delays and completion in-house without the expertise of the consultant.

PRMD staff has found the firm of Jacobson & Wack to be well qualified and their assistance to be very valuable in completing the project due to their extensive experience in this area and their prior working relationship with CMCA as a sub-consultant. Jacobson & Wack possess current land use, legal, and code writing expertise that is not available in house, as well as a vast library of completed development codes from their work with other similar jurisdictions that can be used as reference materials for the Sonoma County Development Code project. Extending the Development Code contract with Jacobson and Wack will provide the most cost effective and timely process and the most legally adequate and user friendly product.

**Prior Board Actions:**

January 6, 2009: Approved contract with JACOBSON & WACK for technical assistance with Integrated Development Code update.

June 17, 2011: The Board approved a two year extension of term.

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

Community development and planning promote improved health, safety and quality of life.

**Fiscal Summary - FY 12-13**

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

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

No fiscal impact will occur, as the original contract amount (\$245,775) will not change. A change to the term of Agreement is needed in order to carry forward the remaining balance to June 30, 2015.

**Staffing Impacts**

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

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

None.

**Attachments:**

Second Amendment to Agreement for Consulting Services, Jacobson and Wack

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

Exhibit A: Agreement for Consulting Services, Jacobson and Wack, January 6, 2009.  
Exhibit B: First Amendment to Agreement for Consulting Services

**AMENDMENT # 2 TO  
AGREEMENT FOR CONSULTING SERVICES**

The following is an amendment dated June 1, 2013, to an Agreement for Consulting Services between the COUNTY OF SONOMA, hereinafter "County" and Jacobson & Wack, hereinafter "Consultant".

WHEREAS, County and Consultant entered into an Agreement for Consulting Services on January 6, 2009, wherein Consultant is to assist the County in the preparation of revised development regulations in connection with the development of an Integrated Development Code; and

WHEREAS, County and Consultant entered into a First Amendment to the Contract extending the time for Consulting Services through June 30, 2013, wherein Consultant is to assist the County in the preparation of revised development regulations in connection with the development of an Integrated Development Code; and

WHEREAS, County has determined that it is necessary and desirable to extend the term of the Agreement for two additional year(s);

NOW THEREFORE, the parties hereto agree to amend the Agreement for Consulting Services dated January 6, 2009 as follows:

1. Paragraph 3, "Term of Agreement", shall be amended to read as follows:
  3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2015, unless terminated pursuant to Paragraph 4.1 or 4.2.

BE IT FURTHER AGREED that all other terms and conditions contained in the original agreement dated January 6, 2009 shall remain in full force and effect as though fully set forth herein.

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

**Consultant:**  
Bruce Jacobson

**County:**  
County of Sonoma

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

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

**ATTEST:**

**Certificates of Insurance on File with  
Department and Approved as to  
Substance For County:**

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

By: \_\_\_\_\_  
Director, Permit and Resource  
Management Department

**Approved as to Form for County:**

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



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 33**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sheriff's Office

**Staff Name and Phone Number:**

Monique Chapman – 565-2872

**Supervisorial District(s):**

2<sup>nd</sup> District

**Title:** Agreement for supplemental law enforcement services with Sonoma Raceway for the NASCAR races from June 20, 2013 through June 23, 2013.

### **Recommended Actions:**

Authorize the Sheriff to execute the Agreement with Sonoma Raceway for the NASCAR races event from June 20, 2013 through June 23, 2013.

### **Executive Summary:**

The Sheriff's Office is requesting authorization to execute an agreement with Sonoma Raceway to provide supplemental security services for the NASCAR races event taking place June 20, 2013 through June 23, 2013.

#### Background.

Government Code Section 53069.8 allows the Board of Supervisors to contract on behalf of the Sheriff to provide supplemental law enforcement services to private entities. Resolution 93-1720 authorizes the Sheriff to execute any contract for supplemental law enforcement services on behalf of the County that does not exceed \$25,000. Any contract over the \$25,000 threshold continues to require the Board of Supervisors' authorization. Additionally, the Board annually adopts an ordinance establishing fees for security services.

The Sonoma County Sheriff's Office has been providing special security services to Sonoma Raceway (formerly Infineon Raceway) for the past twenty-one years. The services provided in this agreement are above and beyond the normal level of law enforcement services provided to the community by the Sheriff's Office. The County is reimbursed by Sonoma Raceway for both the direct and indirect costs of providing these special security services.

#### Request.

The scope of services to be provided includes sergeant, deputy, dispatcher, and community services officer time, patrol cars, and golf carts staggered over the four days from June 20, 2013 through June 23, 2013. The cost of these services is estimated at \$124,063. The agreement before you is substantially the same as the Board agreements from prior years in terms of staffing and cost. The services to be provided will in no way interfere with regular law enforcement services provided by the Sheriff's Office. The costs and corresponding revenue reimbursement are included in the Sheriff's Office FY 12-13 adopted budget.

<b>Prior Board Actions:</b>			
Annual Sheriff's Office Fee ordinance which sets the fee for Security Services provided by the Sheriff's Office. Annual security service agreements since 1991.			
<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
The Agreement for Supplemental Security Services with Sonoma Raceway will allow for supplemental law enforcement services to be provided for a large racing event. These services will help to ensure the safety of the event attendees and the surrounding community.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$            124,063	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$            124,063
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$            124,063</b>	<b>Total Sources</b>	<b>\$            124,063</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The agreement calls for the reimbursement of both direct and indirect costs associated with providing special security services. The final amount will be determined at the conclusion of the event.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Agreement for supplemental law enforcement services with Sonoma Raceway for the NASCAR races from June 20, 2013 through June 23, 2013.			





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 34**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Bryan Albee, (707) 585-7516

**Supervisorial District(s):**

Countywide

**Title:** FY 2013/14 Paratransit Services Agreement

### **Recommended Actions:**

Approve and authorize the Chair to execute an Agreement with Volunteer Center of Sonoma County for Countywide Paratransit Services for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$1,641,052.

### **Executive Summary:**

This action represents renewal of the County's agreement with the Sonoma County Volunteer Center to provide countywide Americans with Disabilities Act (ADA) paratransit services. Under this agreement, the Volunteer Center will continue to serve as Sonoma County Transit's ADA paratransit services provider through FY 2013/14.

In recent years, several enhancements have been made to the County's ADA Paratransit service operated under this agreement (known as Sonoma County Paratransit/Volunteer Wheels), to improve passenger convenience and maintain a "no-denial" level of service as required by the ADA. Sonoma County Paratransit is operated with a fleet of 30 vehicles including: 20 minibuses, 4 accessible minivans, and 6 sedans. During FY 2013, four new wheelchair accessible minibuses and five new paratransit sedans were added to the fleet, replacing a like number of vehicles purchased between 2004 and 2007.

All vehicles in the paratransit fleet have real-time GPS tracking systems that enable Volunteer Center staff to closely monitor system operations, as well as, respond to trip status inquiries at the paratransit call center.

The proposed agreement with Volunteer Center permits an approximate 4% increase in service hours over projected FY 2013/14 year end estimates, in order to meet passenger demand and maintain the federally required "no-denial" level of service. A total of 43,888 paid driver hours (wheelchair accessible fleets) is budgeted, in addition to 4,700 volunteer driver hours (sedan fleet). The projected level of service is necessary to accommodate projected ADA paratransit ridership, which has increased

approximately 8.3% since FY 2011.

The proposed agreement provides for a base subsidy at \$1,562,907, reflecting an approximate 5.3% increase over FY 2013's projected year end costs. The primary increase is due to increases in labor costs and liability insurance costs.

Should passenger trip demand increase beyond budget estimates, the contract allows the Transit Systems Manager to authorize up to an additional 5% (\$78,145) expenditure above the base subsidy to provide additional services, if necessary, to maintain the federally required "no-denial" level of service.

It should be noted that the Volunteer Center provides volunteer drivers to the County at no cost. At the Center's hourly rate, the annualized value of this service is approximately \$96,632. Due to their scheduling flexibility, the Center's use of volunteer drivers has been a key contributor to achieving and maintaining a no-denial level of service. The ability to "right-size" the level of service each year due to changes in funding and/or passenger demand is a benefit of utilizing the Volunteer Center for this service.

Under the ADA, transit operators are required to provide a sufficient level of service such that no eligible passenger is denied paratransit service due to capacity limitations. Transit operators that do not meet the required "no-denial" level of service jeopardize their federal funding eligibility and expose themselves to legal challenges by passengers whose trip requests are not met. Under the ADA, fixed-route transit operators are required to provide complementary paratransit service within three quarters of a mile of their fixed-route service during the same hours and days that fixed-route services are provided. All trip requests made by eligible passengers must be met regardless of their trip purpose. While trips can be reserved up to a week in advance, operators are required to provide, at a minimum, all next-day requested trips.

Funding for this agreement is included within the recommended FY 2013/14 Transit Division budget and is consistent with Sonoma County Transit's FY 2013/14 TDA/STA claim to the Metropolitan Transportation Commission. Funding is from State Transportation Act and Transportation Development Act funds.

**Prior Board Actions:**

05/22/12: Board approved Agreement with Volunteer Center for FY 2012/13 ADA Paratransit Services (\$1,499,939).

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

Provision of countywide ADA paratransit service, aligned with the Sonoma County Transit route network, provides local and intercity paratransit options for disabled persons residing and visiting Sonoma County.

**Fiscal Summary - FY 12-13**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 1,641,052		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 1,641,052
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$1,641,052</b>	<b>Total Sources</b>	<b>\$ 1,641,052</b>

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

--

**Staffing Impacts**

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

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

--

**Attachments:**

--

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

Volunteer Center Agreement



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 35**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Klassen, (707) 565-2231

**Supervisorial District(s):**

Fourth

**Title:** Airport Disadvantaged Business Enterprise Program

### **Recommended Actions:**

Approve and adopt the revised Department of Transportation and Public Works Charles M. Schulz-Sonoma County Airport Disadvantaged Business Enterprises (DBE) Program and DBE goal for Federal Fiscal Years 2013-2015.

Authorize the Chair of the Board to sign the Department of Transportation and Public Works Charles M. Schulz-Sonoma County Airport Disadvantaged Business Enterprises (DBE) Program for FFYs 2013-2015.

### **Executive Summary:**

In accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, the Charles M. Schulz-Sonoma County Airport (Airport) has established a Disadvantaged Business Enterprises (DBE) program and three year goal of 10.35%. The purpose of goal establishment and the DBE Program is to ensure that DBEs, as defined in Part 26, have an equal opportunity to participate in DOT-assisted contracts. 49CFR26.5 defines a Disadvantaged Business Enterprise (DBE) as a for-profit small business concern that is at least 51 percent owned by one of more individuals who are both socially and economically disadvantaged and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Business owners may apply for DBE certification through the California United Certification Program.

The last update to the Airport's DBE program was approved by the Board of Supervisors in October, 1987. Since that time there have been changes to the requirements necessitating the revision of the program document.

In accordance with Federal regulations, the Department has established a three-year DBE goal of 10.35% for Federal Fiscal Years 2013/2014/2015. The DBE goal is expressed as a percentage of the anticipated overall contract amount for projects receiving funds from the Federal Aviation Administration (FAA) and was derived using one of five federal goal-setting methodologies in accordance with the 49 CFR Part 26

regulations. The methodology used in the calculation is included as an attachment to this Board Report and as part of the overall Airport DBE Program. The FAA allows the Department the flexibility to adjust the overall goal each year based upon actual attainment levels, current relevant information, a disparity study, or other factors that may affect overall goal attainment. There is no penalty for failure to meet the annual goal, but local agencies are required to set goals and maintain a current DBE Program in order to ensure that DBEs have an equal opportunity to receive and participate in federally-assisted contracts.

The Airport's three year goal of 10.35% was published in a newspaper of general circulation and the public was given an opportunity to review the program, the methodology, and provided a 45-day comment period. No responses were received. The Department Director and Sonoma County Airport Manager have reviewed and approved the DBE Program and the three year goal related to Airport and FAA funding. The Federal Aviation Administration (FAA) has received the goal. Final FAA acceptance will take place once the program and accompanying goal have been approved by the Board of Supervisors. If the program is not approved and adopted, the County will be in non-compliance with Federal regulations jeopardizing Federal funding for various capital projects.

**Prior Board Actions:**

10/27/1987: Board approved revisions to the Minority Business Enterprise Program to reflect the change to the Disadvantaged Business Enterprise (DBE) Program; 08/16/1983: Board approve the Minority Business Enterprises Program

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

Providing the public an opportunity to share input on Federal DBE goals allows the Department to consider local business feedback in the goal setting process.

**Fiscal Summary - FY 12-13**

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

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

There is no direct cost associated with approval of plan. However, non-approval could result in serious consequences; potentially jeopardizing federal funding for airport improvement projects.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
DBE Goal Setting Methodology			
<b>Related Items “On File” with the Clerk of the Board:</b>			
The Department of Transportation and Public Works Charles M. Schulz-Sonoma County Airport Disadvantaged Business Enterprises (DBE) Program and DBE goal for Federal Fiscal Year 2013/2015 with DBE Goal Setting Methodology.			

# **ATTACHMENT D**

## **COUNTY OF SONOMA DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT**

### **Proposed Disadvantaged Business Enterprise (DBE) Methodology For FFY 2012/2015**

Submitted in fulfillment of:

Section 1101 of the Transportation Equity Act for the 21<sup>st</sup> Century  
49 Code of Federal Regulation Part 26

**COUNTY OF SONOMA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
CHARLES M. SCHULZ-SONOMA COUNTY AIRPORT**

**FEDERAL AVIATION ADMINISTRATION (FAA) PROJECTS  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM  
OVERALL ANNUAL DBE GOAL METHODOLOGY  
FOR  
FEDERAL FISCAL YEAR (FFY) 2012/2015  
(For the period of October 1, 2012 through September 30, 2015)**

**I. FAA-ASSISTED CONTRACTING PROGRAM FOR FFY 2012/2015**

Table 1 represents the Charles M. Schulz, Sonoma County Airport’s (Airport) defined FAA-assisted contracting program that was considered in preparing its Overall Annual DBE Goal-Setting Analysis for FFY 2012/2015. The projects listed have contracting and subcontracting opportunities and are anticipated to be awarded and/or expended within the fiscal years covered by this document:

**Table 1**

<b>Project No.</b>	<b>Project Description</b>	<b>Estimated Project Cost</b>	<b>Estimated Federal Dollar Share</b>
	Runway Extension	\$42,850,000	\$38,565,000
	A.R.F.F. building	\$8,250,000	\$7,425,000
	Solar	\$900,000	\$810,000
	Airfield Improvements	\$3,500,000	\$3,150,000
	Land Acquisition	\$4,000,000	\$3,600,000
	Air Traffic Control Tower Relocation	\$8,555,556	\$7,700,000
<b>TOTAL</b>		<b>\$68,055,556</b>	<b>\$61,250,000</b>

Table 2 provides summaries of the corresponding subspecialty work grouped into two categories: Construction, and Professional Services, utilizing 2010 Census Business Patterns Database North American Industry Classification System (NAICS) Work Codes. Table 2 also serves to identify the estimated Federal Dollar Share, weighted in each primary work category.



**Table 2**

Type	Description	NAICS	Estimated Federal Dollar Share	% of Federal Funding By Work Category
<b>PROJECTS</b>				
Construction	Commercial Building	236220	\$0	0.00%
Construction	Highway and Street Construction	237310	\$23,763,214	37.56%
Construction	Other Heavy Construction	237990	\$0	0.00%
Construction	Concrete Contractor	238110	\$2,600,714	4.11%
Construction	Structural Steel Contractor	238120	\$2,600,714	4.11%
Construction	Electrical Contractor	238210	\$3,376,964	5.34%
Construction	All Special Trade Contractors	238990	\$3,106,964	4.91%
<b>CONSULTING</b>				
Professional	Architectural Services	541310	\$3,106,964	4.91%
Professional	Engineering Services	541330	\$22,919,464	36.22%
Professional	Surveying and Mapping	541370	\$1,800,000	2.84%
Professional	Testing Laboratories	541380	\$0	0.00%
<b>TOTAL</b>			<b>\$63,275,000</b>	<b>100.00%</b>

## II. GOAL-METHODOLOGY

### *Step I: Determination of a Base Figure (26.45)*

To establish the Airport's Base Figure of the relative availability of DBEs to all comparable firms (DBEs and Non-DBEs) available to bid or propose on the Airport's projected FFY 2012/2015 FAA-assisted contracting opportunities projected to be let, the Airport followed one of the five prescribed federal goal-setting methodologies in accordance with the 49 CFR Part 26 regulations. This was accomplished by accessing the Caltrans' Calcert DBE Directory of Certified Firms and the 2010 U.S. Census Bureau County Business Patterns (CBP) Database. Comparisons were made by corresponding zip codes within the Airport's market area (defined as Sonoma County, Napa County, Solano County, Marin County, Contra Costa County, and Alameda County) and by the specified industries and types of businesses identified in Table 2.

The Airport made a concerted effort to ensure that the scope of businesses included in the numerator was as close as possible to the scope included in the denominator. The local market area was determined by assessing where the substantial majority of contractors and subcontractors that the Airport receives bids or quotes are located and where the substantial majority of contracting dollars are spent.

For the Numerator: Table 3 represents information gathered from the California United Certification Program DBE Directory of Certified Firms and represents the number of the ready willing and able DBE firms within the Airport's Market Area.

**Table 3**

Description	NAICS	Total
Commercial Building	236220	6
Highway and Street Construction	237310	7
Other Heavy Construction	237990	4
Concrete Contractor	238110	1
Structural Steel Contractor	238120	1
Electrical Contractor	238210	1
All Special Trade Contractors	238990	4
Architectural Services	541310	2
Engineering Services	541330	1
Surveying and Mapping	541370	5
Testing Laboratories	541380	1
<b>Total Established DBE Firms</b>		<b>33</b>

For the Denominator: Table 4 represents the total number of all established firms (DBE's and Non-DBE's) by work category within the Charles M. Schulz Sonoma County Airport's market area Census Bureau's County Business Pattern Database (CBP)

**Table 4**

Description	NAICS	Total	Sonoma	Napa	Solano	Marin	Lake	Mendocino
Commercial Building	236220	186	75	19	38	43	4	7
Highway and Street Construction	237310	48	9	10	8	4	3	14
Other Heavy Construction	237990	31	8	9	3	3	2	6
Concrete Contractor	238110	116	55	11	28	13	4	5
Structural Steel Contractor	238120	16	7	1	7	0	1	0
Electrical Contractor	238210	348	134	37	69	78	12	18
All Special Trade Contractors	238990	128	55	9	26	25	4	9
Architectural Services	541310	172	63	15	13	77	0	4
Engineering Services	541330	292	127	31	48	70	4	12
Surveying and Mapping	541370	42	17	5	6	9	2	3
Testing Laboratories	541380	33	7	7	14	2	2	1
<b>Total Established DBE &amp; Non-DBE Firms</b>		<b>1412</b>						

To determine the relative availability of DBEs within the Airport market area, the Airport divided the numerator, representing the ration of ready, willing and able DBE firms, by the denominator, representing all firms (DBEs and Non-DBEs) available for each of the work

categories. Application of this formula yielded the following baseline information:

$$\frac{\text{Number of Ready, Willing, and Able DBEs}}{\text{Number of All Available Firms (including DBEs and Non-DBEs)}} = \text{BASE FIGURE}$$

The Base Figure was further adjusted by weighting the relative availability of DBEs grouped within the major work categories, giving more weight to the work categories/industries in which the Airport projects to spend more FAA-assisted dollars. The Base Figure resulting from this weighted calculation is included in Table 4 below:

***Step I: Base Figure***

**Table 4**

Description	NAICS	DBE <sup>1</sup>	CBP <sup>2</sup>	% <sup>3</sup>	Percent <sup>4</sup>
<b>Commercial Building</b>	236220	6	186	0.00%	0.00%
<b>Highway and Street Construction</b>	237310	7	48	37.56%	5.48%
<b>Other Heavy Construction</b>	237990	4	31	0.00%	0.00%
<b>Concrete Contractor</b>	238110	1	116	4.11%	0.04%
<b>Structural Steel Contractor</b>	238120	1	16	4.11%	0.26%
<b>Electrical Contractor</b>	238210	1	348	5.34%	0.02%
<b>All Special Trade Contractors</b>	238990	4	128	4.91%	0.15%
<b>Architectural Services</b>	541310	2	172	0.00%	0.00%
<b>Engineering Services</b>	541330	1	292	4.91%	0.02%
<b>Surveying and Mapping</b>	541370	5	42	36.22%	4.31%
<b>Testing Laboratories</b>	541380	1	33	2.84%	0.09%
<b>TOTAL THREE YEAR DBE GOAL</b>					<b>10.35%</b>

1. Total DBE Exhibit A
2. Census Bureau' County Business Pattern Data Base (CBP) Exhibit B
3. Percent of Federal Funding by Work Category (Table 2)
4. AADPL Percent = % x (DBE/CBP)

***Step 2: Adjusting the Base Figure***

Upon establishing the Base Figure, the Airport reviewed and assessed other known evidence potentially impacting the relative availability of DBEs within the Airport's market area, in accordance with prescribed narrow tailoring provisions set forth under 49 CFR Part 26.45 Step II DBE Goal Adjustment guidelines. Based upon evidence considered including the Airport's past DBE Goal Attainments/Commitments on Similar Type Projects, Disparity Studies, and Other Evidence, no adjustment was made.

**Adjustment Considerations:**

**A. Past DBE Goal Attainments on Similar Type Projects**

Table 5 reflects the Airport’s DBE goal attainments and/or commitments on projects awarded within the last four federal fiscal years:

**Table 5**

<b>FISCAL YEARS 2009 THROUGH 2012</b>			
<b>PROJECT</b>	<b>CONTRACT SPECIFIC GOAL</b>	<b>DBE GOAL COMMITMENT</b>	<b>DBE GOAL ATTAINMENT</b>
<b>FISCAL YEAR 2009/2010</b>			
Airport Obstruction Removal	5.00%	5.00%	5.21%
<b>FISCAL YEAR 2010/2011</b>			
Taxiway Z Reconstruction and Taxiway H and Apron A Rehabilitation (W09586)	5.00%	0.59%	
Passenger Terminal Expansion	5.00%	0.00%	0.00%
<b>FISCAL YEAR 2011/2012</b>			
Taxiway Z Rehabilitation (W09591)	26.00%	9.30%	10.28%
Taxiway D & Y Preservation (W09590)	17.50%	3.38%	3.38%

**B. Airport’s Bidders List**

While a Bidders List would serve as quantifiable evidence of DBEs demonstrated interest and capacity, data collected thus far is limited and insufficient to merit consideration for an adjustment. However, the Airport will continue to capture such information from all bidders at the time of bid/proposal submission and will utilize such information in future goal-setting analysis.

**C. Evidence from Disparity Studies**

The Airport is not aware of any current disparity studies within its jurisdiction and/or market area to consider in this step of the goal setting analysis.

**D. Other Agencies DBE Goals**

The Airport has not surveyed other FAA-recipients (local agencies), with similar contracting programs to assess their DBE goals and attainments for consideration in making an adjustment.

**E. Other Evidence**

The Airport did not receive any anecdotal evidence nor is it aware of any other factors or adverse considerations that would have a material affect on DBEs availability within the Airport market place or on DBEs ability to participate (meeting bonding, insurance and financial requirements) in the Airport's FAA-assisted contracting program. Therefore, no further consideration toward a goal adjustment was made for FFY 2012/2015. However, the Airport will continue to explore and consider all available evidence that may materially affect the opportunities for DBEs to form, grow, and compete in the Airport FAA-assisted contracting program.

**Overall Resultant Goal Adjustment:**

Based upon the Airport's review and consideration of the above factors, no adjustment to the Base Figure was made.

**III. ANNUAL ANTICIPATED DBE PARTICIPATON LEVEL**

**The Annual Anticipated DBE Participation Level for the Charles M. Schulz Sonoma County Airport (FFY 2012/2015) FAA-assisted contracts is 10.35%.**

The amount of the Annual Anticipated DBE Participation Level (AADPL) and methodology are presented herein in accordance with Title 49 of the Code of Federal Regulations, Part 26, and the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The Charles M. Schulz Sonoma County Airport submits our AADPL information. We have established an AADPL of 10.35% for the Federal Fiscal Year 2012/2015, beginning on October 1, 2012, and ending on September 30, 2015.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 36**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Bryan Albee, (707) 585-7516

**Supervisorial District(s):**

Countywide

**Title:** Award of Contract- Sonoma County Transit- Cotati Intermodal Facility, Phase 1

### Recommended Actions:

- 1.) Approve Plans, Specifications, Estimate and Contract for Federal Project CA-03-0577 Cotati Intermodal Facility, Phase I, County Project No. W07074.
- 2.) Award contract for construction to the low bidder, Argonaut Constructors, in the amount of \$1,637,871.40 and authorize the Chair to execute construction contract with estimated project completion within 166 working days after issuance of County's Notice to Proceed. (2nd Supervisorial District).

This contract provides for construction of the Cotati Intermodal Facility, Phase 1, which includes construction of a 75 space park and ride lot with a bus passenger drop off area to connect with a future SMART rail platform, traffic signal lights on Santero Way at East Cotati Avenue, curb and gutter improvements/replacements, landscaping and a bus turnout on East Cotati Avenue in front of the future Cotati Depot building (Phase II). Phase II will be built concurrently, as a separate project, by the City of Cotati and will include a small depot building and pedestrian plaza. Per contract terms, construction is expected to commence within 15 calendar days after the date of the Notice to Proceed with final completion before the expiration of 166 working days.

The project was released for bidding on March 11, 2013 and advertised to prospective bidders on March 13, 2013. Bids were opened on May 2, 2013. No protests were received.

Following the close of bidding, but before opening bids, Sonoma County Transit staff publically announced that the project funding was \$2,300,000. Per the project specifications, bid award is based upon:

"Pursuant to Public Contract Code section 20103.8(c), the Lowest Bidder shall be the bidder with the lowest total on the bid prices of the base bid and those additive items that when taken in their order

(i.e., Option No. 1 first, then Option No. 2) and added to the base bid are less than or equal to the funding amount publically disclosed by the County before the first bid is opened.”

The project included a Base Bid and one Option item.

Bids were received as follows for the full project (Base Bid plus Option 1):

Low                \$ 1,637,871.40 - Argonaut Constructors, Santa Rosa, CA

2<sup>nd</sup>                \$1,799,504.00 – Ghilotti Construction Co., Santa Rosa, CA

3<sup>rd</sup>                \$1,836,463.00 – Ghilotti Brothers, Inc., Santa Rosa, CA

The engineer’s estimate is \$1,964,054.00

Argonaut Constructors’ Base Bid and Option 1 Bid was \$161,632.60 less the second lowest bidder (Ghilotti Construction Co.) for the same two items.

The total cost of construction is expected to be approximately \$1,883,552 which permits a 15% contingency. Construction of the project is funded by local Transportation Development Act (TDA) funds and a grant from the Federal Transit Administration.

This project has been included in Transit’s FY 2012-13 budget and proposed FY 2013-14 budget.

**Prior Board Actions:**

02/26/2013 – Board Approved Sonoma County Transit’s FY 2012 – 2021 Short Range Transit Plan Update. 08/16/2011 – Board authorized purchase of land for the future development of the Cotati Intermodal Facility.

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

The Cotati Intermodal Facility will link central Cotati, southern Rohnert Park and the Sonoma State University (SSU) campus with local and intercity bus transit services now and SMART regional rail service in the future.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,883,552*		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 1,883,552
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 1,883,552</b>	<b>Total Sources</b>	<b>\$ 1,883,552</b>

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
*Bid amount plus 15% contingency.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
None.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Special Provisions; Bidder’s Book; Addendum 1 and 2, Plans			





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 37**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Thomas F. O’Kane, Jr. 707-565-3585

**Supervisorial District(s):**

First and Fourth District

**Title:** Construction Management for the Porter Creek Road Bridge Replacement Project

### **Recommended Actions:**

Award and authorize chair to execute agreement contract for construction management and related engineering services to CALTROP Corporation for the Porter Creek Road Bridge Project (C00028) total not-to-exceed \$768,616 with a term ending June 30, 2015.

### **Executive Summary:**

The staff of the Department of Transportation and Public Works (TPW) is requesting the Board approve an agreement for construction contract management of the Porter Creek Road Bridge Project to CALTROP for an amount not to exceed \$768,616, including a 10% contingency, with a term ending June 30, 2015.

The Board awarded the construction contract for the Porter Creek Road Bridge Project in February 2013 and construction began in April 2013. The erratic nature of state and Federal bridge funding has not made it feasible in recent years for the department to continue to employ full-time bridge engineers for major design projects and to have full-time structures inspectors for major bridge projects. It is simply not cost effective any longer. Hiring consultants for design work & inspections when the funding comes available is the most effective and efficient project management approach for these services or risk not being able to complete vital bridge improvements in a timely manner within budgeted project appropriations. TPW staff requests that CALTROP Corporation be engaged to provide engineering support for the construction for the Porter Creek Road Bridge Replacement Project. The consultant will serve as Resident Engineer for the project and provide construction contract administration as well as provide additional construction specific tasks including structural evaluations that require specialty tests outside of the County material lab’s capability, surveying and water quality inspection/testing.

In Spring of 2012, the Department advertised a Request for Qualifications (RFQ) in a newspaper of general circulation for thirty days and received 24 qualification statements from bridge consultants. The proposals were evaluated and ranked based on each consultant’s response to the following criteria: experience, project team and key staff, technical ability, relevant project experience, federal project

experience and project approach. Local preference was not used in the selection of a consultant for this project, as Federal guidelines does not allow for it. An on-call short list of consultants was created by a selection committee. From that list, CALTROP Corporation was selected for this project because of their extensive experience in construction project administration. The total cost for the Porter Creek Road Bridge Replacement Project is estimated to be \$7.5 million. Funding for this project includes federal highway bridge funds, traffic mitigation funds, and Prop 18 funds. Appropriations are included in the FY 2012-13 and FY 2013-14 Bridges budget.

**Prior Board Actions:**

2/5/13: The Board awarded the construction contract for the Porter Creek Bridge Replacement Project to Gordon N. Ball, Inc.

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

The project meets the needs of the community to provide a safe transportation network. The project also invests in the future by replacing aging public infrastructure.

**Fiscal Summary - FY 12-13**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 768,616		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 680,456
	\$	Fees/Other	\$ 88,160
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 768,616</b>	<b>Total Sources</b>	<b>\$ 768,616</b>

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

Appropriations are included in the FY 12-13 and FY 13-14 Bridges budget.

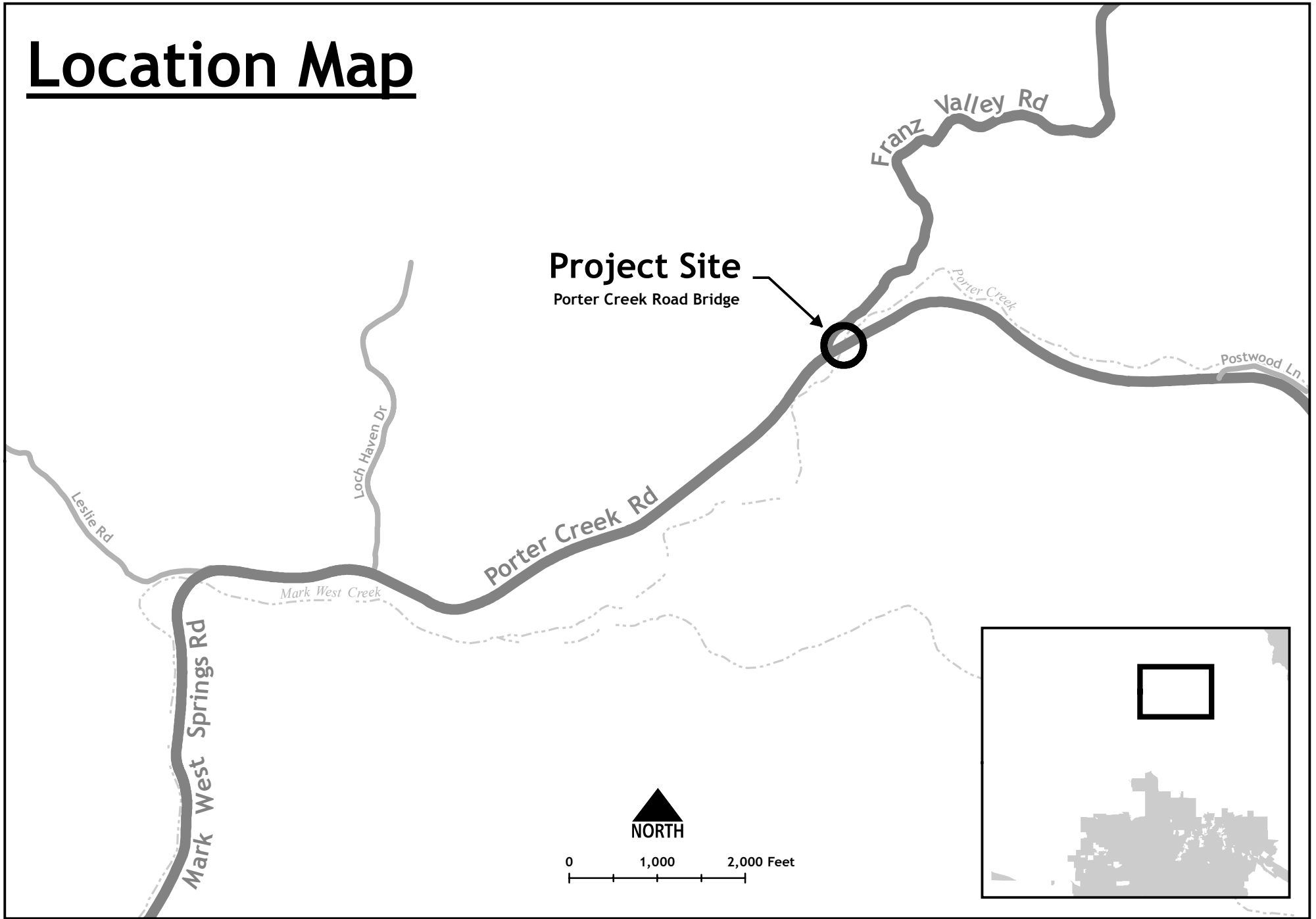
**Staffing Impacts**

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

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

<b>Attachments:</b>
Location Map
<b>Related Items "On File" with the Clerk of the Board:</b>
Agreement

# Location Map





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 38**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Thomas F. O’Kane, Jr. (707) 565-3583

**Supervisorial District(s):**

Fifth

**Title:** West Sonoma County Scenic Farm to Market Access Project - One Bay Area Grant Resolution of Local Support

### **Recommended Actions:**

Approve resolution of local support authorizing the Director of Transportation and Public Works to file a funding application with the Metropolitan Transportation Commission for the West Sonoma County Scenic Farm to Market Access Project.

### **Executive Summary:**

This resolution authorizes the Director of Transportation and Public Works to file a funding application under the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP 21) Program. The resolution commits the County to provide the necessary local matching funds for the projects and also provides the County’s assurance that the project will be completed. The total project cost is \$1,130,000 and includes \$1,000,000 in federal funds matched with \$130,000 in local dollars expected to come from state gas tax.

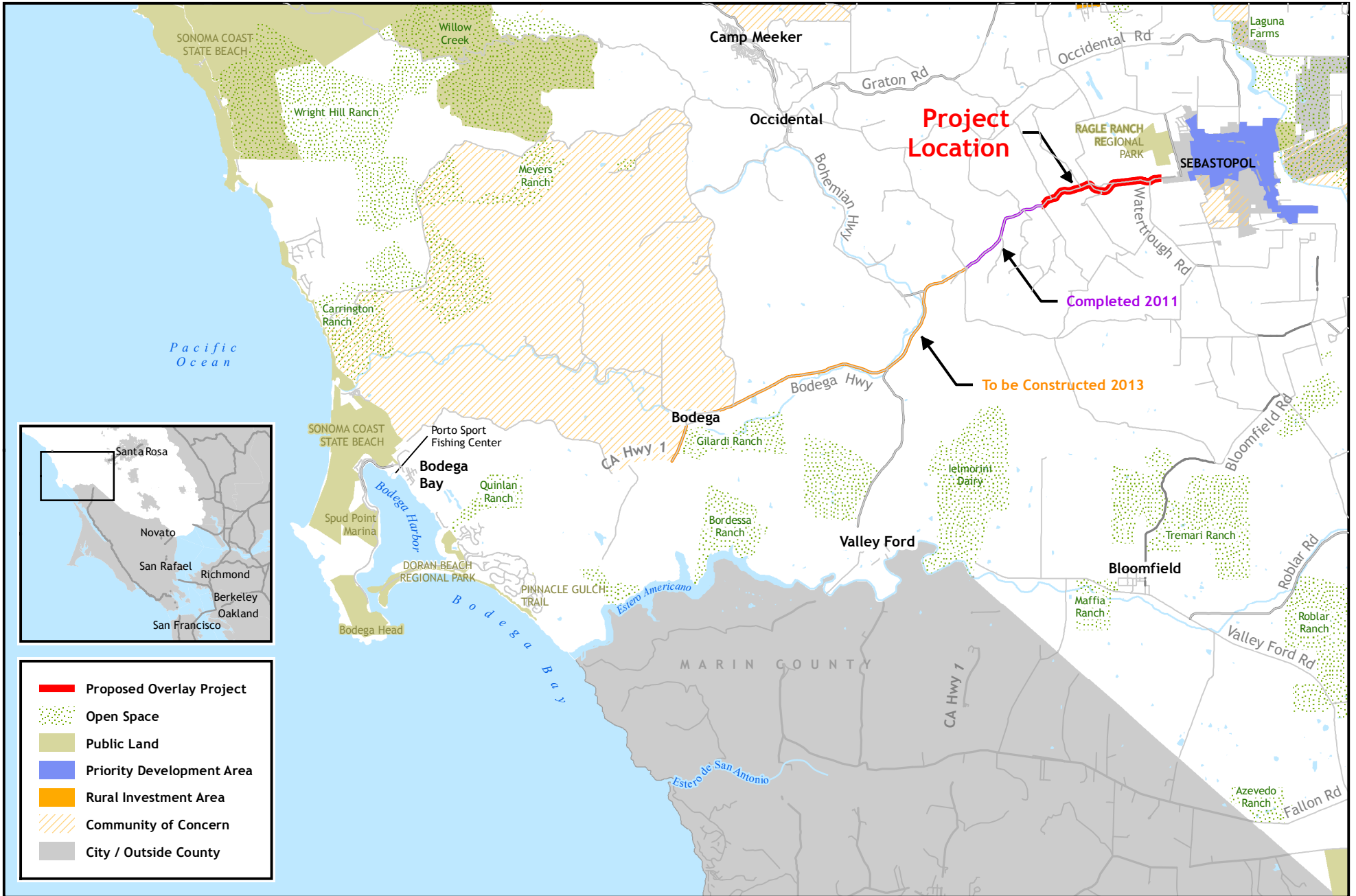
Bodega Highway is one of three key transportation corridors in Sonoma County that provides access to the County's coastal resource areas and also serves as the primary farm to market access in western Sonoma County. This project is significant to providing access to open space and recreations as well as for agricultural farm to market connectivity.

The project limits are from the city limits of Sebastopol west to Sexton Road approximately 2 miles.

The proposed construction work will include conform grinding, removal and replacement of failed asphalt in localized areas installation of thermoplastic striping, installation of ADA compliant curb ramps, cross walks, pedestrian and bicycle signage, shoulder backing, and guard rail improvements. It is anticipated that these funds will be available in 2015; however, the actual design and construction dates will depend on when Caltrans issues their letter allocating the funds for project implementation. In some recent cases, the authorization correspondence has taken 12 – 18 months beyond the original statement of availability of funds.

<b>Prior Board Actions:</b>			
None.			
<b>Strategic Plan Alignment</b> Goal 3: Invest in the Future			
Maintain the County transportation system in a state of good repair.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
No current year fiscal impact. Appropriations will be requested in the FY 2014-15 budget.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Location Map; Resolution of Local Support			
<b>Related Items "On File" with the Clerk of the Board:</b>			

# West Sonoma County Scenic Farm to Market Access Project





County of Sonoma  
State of California

---

Date: June 4, 2013

Item Number: \_\_\_\_\_

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

---

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Authorizing the Filing of an Application for Funding Assigned to MTC and Committing Any  
Necessary Matching Funds and Stating the Assurance to Complete the Project.**

**Whereas**, County of Sonoma (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$1,000,000 in funding assigned to MTC for programming discretion, including but not limited to federal funding administered by the Federal Highway Administration (FHWA) such as Surface Transportation Program (STP) funding, Congestion Mitigation and Air Quality Improvement (CMAQ) funding and/or Transportation Alternatives (TA) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the West Sonoma County Scenic Farm to Market Access Project (herein referred to as PROJECT) for the One Bay Area Grant (OBAG) (herein referred to as PROGRAM); and

**Whereas**, the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives Program (TA) (23 U.S.C. § 213); and

**Whereas**, state statutes, including California Streets and Highways Code 182.6 and 182.7 provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

**Whereas**, pursuant to MAP-21, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal funds for a project shall submit an application first with the appropriate MPO for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

**Whereas**, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and



Resolution #

Date:

Page 2

**Whereas**, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of federal funds; and

**Whereas**, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

**Whereas**, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

1. the commitment of any required matching funds; and
2. that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. that the project will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
4. the assurance of the sponsor to complete the project as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
5. that the project will comply with all project-specific requirements as set forth in the PROGRAM; and
6. that the project (transit only) will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region.

**Now, Therefore, Be It Resolved** that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under MAP-21 for continued funding; and

**Be It Further Resolved** that the APPLICANT by adopting this resolution does hereby state that:

1. APPLICANT will provide any required matching funds; and
2. APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation projects, and has assigned, and will maintain a single point of contact for all FHWA-funded transportation projects to coordinate within the agency and

Resolution #

Date:

Page 3

- with the respective Congestion Management Agency (CMA), MTC, the California Department of Transportation (Caltrans) and FHWA on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA-funded transportation projects implemented by APPLICANT; and
4. PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and
  5. APPLICANT and the PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and
  6. APPLICANT (for a transit project only) agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866, revised; and

**Be It Further Resolved** that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and

**Be It Further Resolved** that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

**Be It Further Resolved** that there is no legal impediment to APPLICANT making applications for the funds; and

**Be It Further Resolved** that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

**Be It Further Resolved** that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

**Be It Further Resolved** that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and

**Be It Further Resolved** that the MTC is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in MTC's federal TIP.

**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: 39**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Thomas F. O’Kane, Jr. (707) 565-3583

**Supervisorial District(s):**

Second, Fourth and Fifth Districts

**Title:** 2015 – Rehabilitation of Various Streets in Sonoma County One Bay Area Grant Resolution of Local Support

### **Recommended Actions:**

Authorize and approve resolution of local support authorizing the Director of Transportation and Public Works to file a funding application with the Metropolitan Transportation Commission for the 2015 Pavement Preservation Program.

### **Executive Summary:**

This resolution authorizes the Director of Transportation and Public Works to file a funding application under the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP 21) Program for the One Bay Area Grant (OBAG) program. The resolution commits the County to provide the necessary local matching funds for the project and also provides the County’s assurance of project completion.

County staff submitted a number of candidate projects for consideration that followed closely the guidelines that were set for evaluation of funding – one project proposed pedestrian/bike improvements, transit movements, as well as roadway rehabilitation on Verano Avenue (District 1) adjacent to the regional park and the little league fields. A second comprehensive candidate was proposed for Santa Rosa Avenue south of the city limits (District 3). This project included pedestrian and bike enhancements, transit access improvements and roadway rehabilitation. While the staff felt that all proposed projects matched well with the OBAG criteria, these two were not selected for funding.

The projects that were selected for funding include roadway rehabilitation on five County roads. As shown in attached map, the roads include Corby Avenue and Dutton Avenue (District 5), D Street (District 2) and Windsor Road and River Road (District 4). The roadway rehabilitation will consist of asphalt concrete overlays, ADA improvements, restriping and guard rail improvements.

<b>Prior Board Actions:</b>			
None.			
<b>Strategic Plan Alignment</b>		Goal 3: Invest in the Future	
Maintain the County transportation system in a state of good repair.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
No current year fiscal impact. The project will be included in the requested FY 2014-15 budget.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution; Map			
<b>Related Items "On File" with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

---

Date: June 4, 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 Filing Of An Application For Funding Assigned To MTC and Committing Any Necessary Matching Funds and Stating The Assurance To Complete The Project**

**Whereas**, County of Sonoma (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$3,377,000 in funding assigned to MTC for programming discretion, including but not limited to federal funding administered by the Federal Highway Administration (FHWA) such as Surface Transportation Program (STP) funding, Congestion Mitigation and Air Quality Improvement (CMAQ) funding and/or Transportation Alternatives (TA) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the 2015 – Rehabilitation of Various Streets in Sonoma County (herein referred to as PROJECT) for the One Bay Area Grant (OBAG) (herein referred to as PROGRAM); and

**Whereas**, the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives Program (TA) (23 U.S.C. § 213); and

**Whereas**, state statutes, including California Streets and Highways Code 182.6 and 182.7 provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

**Whereas**, pursuant to MAP-21, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal funds for a project shall submit an application first with the appropriate MPO for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

**Whereas**, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

**Whereas**, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution

Resolution #

Date:

Page 2

No. 3606, revised) that sets out procedures governing the application and use of federal funds; and

**Whereas**, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

**WHEREAS**, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

1. the commitment of any required matching funds; and
2. that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. that the project will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
4. the assurance of the sponsor to complete the project as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
5. that the project will comply with all project-specific requirements as set forth in the PROGRAM; and
6. that the project (transit only) will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region.

**Now, Therefore, Be It Resolved** that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under MAP-21 for continued funding.

**Be It Further Resolved** that the APPLICANT by adopting this resolution does hereby state that:

1. APPLICANT will provide any required matching funds; and
2. APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation projects, and has assigned, and will maintain a single point of contact for all FHWA-funded transportation projects to coordinate within the agency and

Resolution #

Date:

Page 3

- with the respective Congestion Management Agency (CMA), MTC, the California Department of Transportation (Caltrans) and FHWA on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA-funded transportation projects implemented by APPLICANT; and
4. PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and
  5. APPLICANT and the PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and
  6. APPLICANT (for a transit project only) agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866, revised; and

**Be It Further Resolved** that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and

**Be It Further Resolved** that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

**Be It Further Resolved** that there is no legal impediment to APPLICANT making applications for the funds; and

**Be It Further Resolved** that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

**Be It Further Resolved** that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

**Be It Further Resolved** that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and

**Be It Further Resolved** that the MTC is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in MTC's federal TIP.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

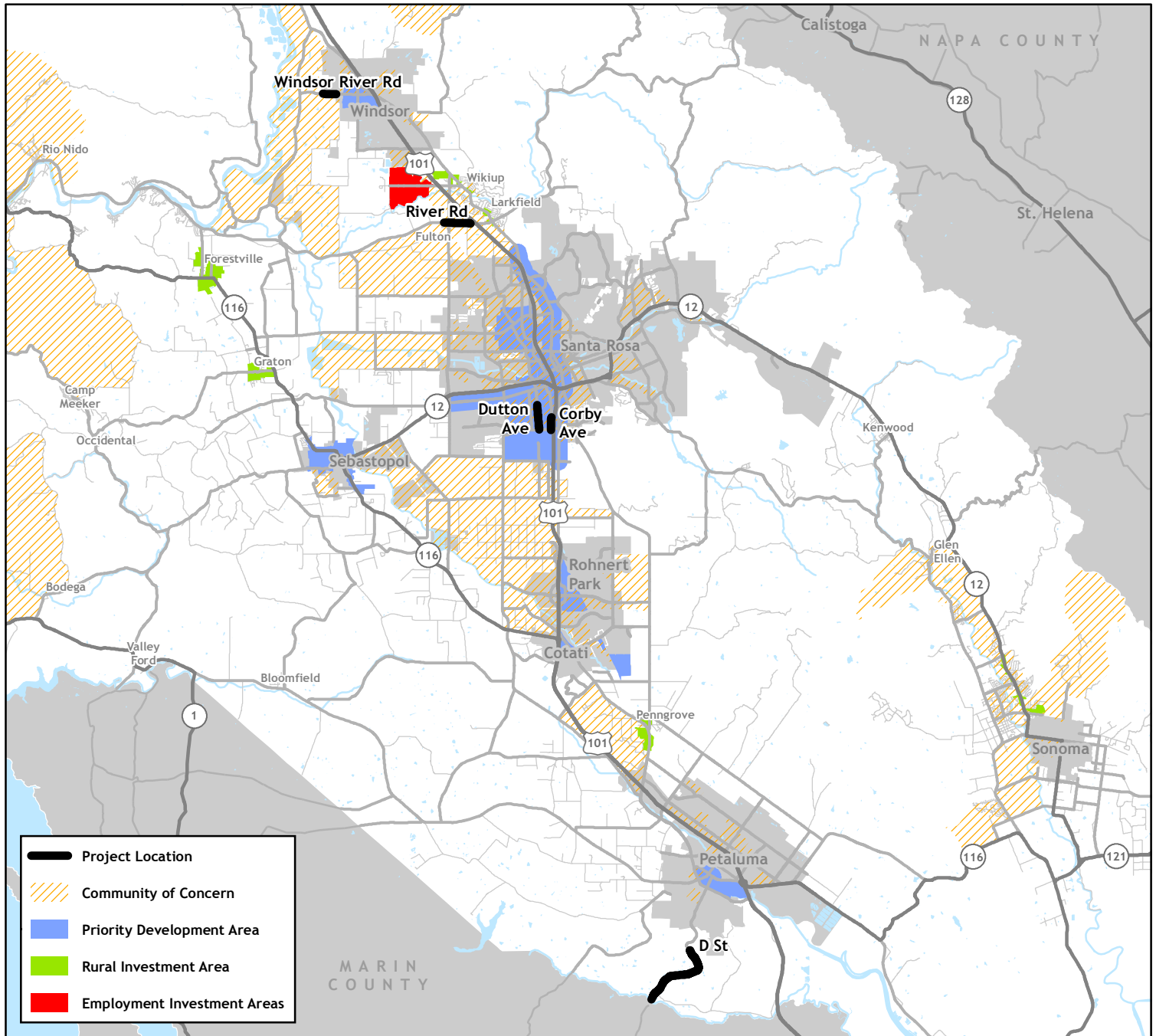
Noes:

Absent:

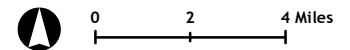
Abstain:

**So Ordered.**

# 2015 - Rehabilitation of Various Streets in Sonoma County



Author: Transportation and Public Works, County of Sonoma.  
 Data Source: County of Sonoma, Sonoma County Transportation Authority, 2010 US Census.  
 Date: November, 2012



Road Name	Location	Road ID	From PM	To PM	Length	Current PCI
Corby Ave	Hearn Ave to Santa Rosa City Limit	78003	10.96	11.30	0.34	44
D St	Marin County Line to just S/o Petaluma City Limit	4701	10.00	12.24	2.24	45
Dutton Ave	Hearn Ave to Santa Rosa City Limit	78006B	20.00	20.68	0.68	49
River Rd	R/R Tracks (Fulton) to ramp W/o Hwy 101	8802B	24.60	25.34	0.74	83
Windsor River Rd	Eastside Rd to Windsor City Limit	8903	10.65	11.01	0.36	51





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 40**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Bryan Albee, (707) 585-7516

**Supervisorial District(s):**

Countywide

**Title:** Sonoma County Transit – Purchase of Replacement Transit Coaches

### **Recommended Actions:**

Authorize Chair to execute agreement with Creative Bus Sales Inc., for the purchase of nine Eldorado National Axess heavy-duty transit coaches and one spare engine package (not to exceed \$5,278,464). Contractor shall complete all of the work called for under this Agreement, on or before 300 days after execution of this Agreement (March 31, 2014).

### **Executive Summary:**

The requested action authorizes the purchase of nine 40-foot, low-floor, compressed natural gas powered (CNG) Eldorado National 40' Axess model transit coaches from Creative Bus Sales, Inc. The new buses will replace four Orion V, 40-foot, standard-floor CNG coaches that have been in service since 2000 and five that have been in service since 2002. The Federal Transit Administration permits use of federal transit funds to replace buses after 12 years of service. When the new buses are delivered in 2014, the 2002 buses will have reached their 12-year milestone.

This procurement represents a change for Sonoma County Transit, as the manufacturer that built the majority of its buses since the mid-1990's is no longer producing transit coaches for the North American market. In April 2012, Daimler Buses North America announced that manufacture of its "Orion" brand transit bus would cease at the end of 2012. While Sonoma County Transit had unexercised purchase options with Orion, they are no longer available.

As a result, Sonoma County Transit produced a new Request for Proposals (RFP) for the purchase of 40-foot, low-floor, heavy-duty transit coaches. The RFP released on October 24, 2012, sought proposals for an initial purchase of up to ten buses with an option of purchasing an additional twenty (or a total of thirty buses) within five years of the initial purchase date. The RFP was sent to potential proposers and a notice was published in Passenger Transport, a national transit industry newspaper of wide distribution.

On December 19, 2012, proposals were received from two manufacturers: New Flyer and Creative Bus

Sales (representing Eldorado National).

Both manufacturers provided complete proposals to Sonoma County Transit. As provided for in the RFP (Section 1.3.4, Competitive Range), Sonoma County Transit’s technical review committee consisting of SCT management, SCT maintenance management and consultant staff met on December 20, 2012, to make an initial review of the two proposals. The proposals from New Flyer and Eldorado National were within the competitive range, yet clarifications were needed from both manufacturers to ensure that, at the end of the review process, the recommended vendor would provide the bus closest to Sonoma County Transit’s specifications. Based on the proposed pricing structure and funding available, the initial purchase will be for nine buses.

Initial proposal pricing is summarized below:

December 12, 2012 - Pricing	New Flyer	Eldorado National
Delivered Price Per Bus (includes sales tax)	532,845	585,476
9 Buses	4,795,605	5,269,284
Spare CNG Power Module (includes sales tax)	103,090	99,303
Total Price for Buses and Spare Power Module	4,898,695	5,368,587

As provided for in the RFP (Section 1.3.5, Negotiation Period), written correspondence detailing clarifications necessary from New Flyer and Eldorado National were sent on February 22, 2013. New Flyer and Eldorado National were invited to submit their responses in the form of a best and final offer (BAFO). BAFOs were received from both proposers by Sonoma County Transit’s March 8, 2013 submission deadline. As a result of the BAFO process, both manufacturers proposed buses that were nearly equal and in line with Sonoma County Transit’s specifications. The resultant pricing shown below was nearly equal as well:

Best and Final Offer Pricing - 3-8-13	New Flyer	Eldorado National	Difference
Delivered Price Per Bus (includes sales tax)	548,092	547,534	-558
9 Buses	4,932,828	4,927,806	-5,022
Spare CNG Power Module (includes sales tax)	103,090	99,303	-3,787
Total Price for Buses and Spare Power Module	5,035,918	5,027,109	-8,809

Based on Sonoma County Transit’s evaluation of the BAFOs submitted by New Flyer and Eldorado National, Eldorado National’s proposal, as amended by their BAFO, received the highest ranking (see attached evaluation summary). Eldorado National’s proposed bus closely meets Sonoma County Transit’s specifications, particularly with regard to the provision of all forward facing passenger seats in the bus’ upper platform area, parcel rack configuration, multiplex system continuity and contract term

acceptance.

Pricing was nearly equal between the two proposers with Eldorado National’s delivered price per bus (base bus, ADA equipment, delivery and sales tax) equaling \$547,534, \$558 less than New Flyer’s proposed bus.

Sonoma County Transit informed both proposers of its recommendation on Monday, April 22, 2013. No protests, questions or requests for clarifications were received.

Both the interiors and exteriors of the recommended Eldorado National buses will look very similar to Sonoma County Transit’s Orion VII buses that went into service in 2010 and 2012. The new coaches will have similar interiors with high back seats, overhead parcel racks, passenger reading lights and on-board WiFi. Each bus will accommodate up to two wheelchair passengers and have the ability to “kneel” to provide a lower step-in height for easier front door access. The new buses will come equipped with the NextBus and NextStop passenger information systems. NextBus will provide “real-time” bus location information and NextStop will provide automated stop announcements (both audible and thru interior LED signs) to meet ADA requirements.

Appropriations for this purchase are included in the FY 2013-14 Transit Division budget and funding is a combination of Federal Transit Administration Proposition 1B and Transportation Development Act funds. As with prior bus purchases, the proposed agreement includes a contingency (5% of contract price) to allow for regulatory changes and implementation of features, unforeseen at this time, to ensure up to date technologies at time of delivery.

Delivery of the new buses is expected in early April, 2014.

In the future, as funding permits, a separate board action will seek Board approval to purchase additional option buses not included in this purchase.

**Prior Board Actions:**

05/23/11: Board authorized purchase of one replacement transit coach from Daimler Buses North America (\$495,124); 07/13/10: Board authorized purchase of one replacement transit coach from Daimler Buses North America (\$495,124); 12/08/09: Board authorized purchase of two replacement transit coaches from Daimler Buses North America (\$990,226); 02/24/09: Board approved contract with Daimler Buses North America for the purchase of ten 40-foot, low-floor, natural gas powered, heavy-duty transit coaches and one spare engine package for Sonoma County Transit (\$4,569,988).

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

The purchase of new clean fuel transit coaches further the County’s continuing efforts to improve public transit services, ADA accessibility and sustainability.

<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 5,278,464		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 5,278,464
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	Transp. Development Act	\$
<b>Total Expenditure</b>	<b>\$ 5,278,464</b>	<b>Total Sources</b>	<b>\$ 5,278,464</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
Includes a 5% contingency and is funded with Federal Transit Administration, Proposition 1B and Transportation Development Act funds.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
None			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Creative Bus Sales Proposal; RFP Volume I and II; Agreement			



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 41**

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

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

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisory District(s):**

Bryan Albee, 707-585-7516

Countywide

**Title:** Sonoma County Transit – Transportation Development Act (TDA) and State Transit Assistance (STA) Annual Claim of Funds.

### **Recommended Actions:**

Approve resolution authorizing the filing of a claim with the Metropolitan Transportation Commission (MTC) for allocation of TDA funds in the amount of \$8,706,708 and STA funds in the amount of \$1,638,626 for fiscal year 2014.

### **Executive Summary:**

Two sources of transit operating and capital assistance funds are available through State established programs that date back to the 1970's. Transportation Development Act (TDA) funds represent a quarter percent of the State's base sales tax whose revenues return to the County on a per capita basis. Sonoma County receives TDA funds for the unincorporated area, as well as, from most cities in the county to support Sonoma County Transit and Sonoma County Paratransit services. For fiscal year 2014, Sonoma County will receive an estimated \$7,611,003 in TDA funds, \$3,659,317, or 48% of which come from incorporated contributions. TDA funds are considered local funds and are not subject to State budget deliberations.

The second source of state-based transit assistance comes from the State Transit Assistance (STA) program. STA funds represent a portion of sales tax revenues generated by the sale of diesel fuel. In FY 2014, Sonoma County Transit will receive \$1,619,275 in STA funding.

TDA and STA funds have traditionally been the lifeblood of transit operations funding. For FY 2014, TDA/STA funds represent approximately 65% of the combined fixed-route and paratransit operating budget. The balance is made up of Federal funds, Measure M and passenger fares and miscellaneous other grants and revenues. Sales tax-based TDA fund generation reached its peak in FY 2007 when \$20,988,659 was collected county-wide. While FY 2014's TDA revenue (\$19,510,000 countywide) is projected to increase approximately 5.5% over FY 2013, it remains approximately 7% less than funds collected in FY 2007.

To ensure fund availability for the upcoming fiscal year, Sonoma County Transit submits its funding claim each

year at this time to the Metropolitan Transportation Commission (MTC). A Coordinated Claim is prepared to illustrate funding agreements in place between jurisdictions to support county provided transit services. The Sonoma County Transportation Authority adopted the FY 2014 Coordinated Claim on April 15, 2013.

The following summarizes allocation of FY 2014 TDA/STA funds to support County transit programs:

FY 2014 County of Sonoma TDA Apportionment	\$ 5,554,837
Add: City Allocations Claimed by County	\$ 3,659,317
Less: Support for Golden Gate Transit	< \$ 1,603,151>
Total FY 2013 TDA Available	\$ 7,611,003
<u>Total FY 2014 STA Available</u>	<u>\$ 1,619,275</u>
Total FY 2014 TDA/STA Claimed for FY 2014 Capital & Operations	\$ 9,230,278
Prior-Year TDA funds claimed for capital purposes	\$ 1,095,705
Prior-Year STA funds claimed	\$ 19,351
<u>Total TDA/STA Claimed for FY 2014 Operations &amp; Capital</u>	<u>\$ 10,345,334</u>

In summary, the proposed application claims monies for the following TDA/STA expenditures:

• Operations funding for Sonoma County Transit	\$ 6,625,227
• Operations funding for Sonoma County Paratransit/Volunteer Wheels (ADA)	\$ 2,132,113
• Operating Contract with Mendocino Transit Authority	\$ 167,000
• Cloverdale Transit (pass-thru)	\$ 99,000
• Healdsburg Transit (pass-thru)	\$ 182,500
• <u>Capital/Fixed Assets Projects per proposed FY 2014 Budget</u>	<u>\$ 1,139,494</u>
Total – this claim	\$ 10,345,334

In addition to the above, approximately \$3.72M in unclaimed TDA reserve funds may be called upon during the year to fill deficits from lower than projected TDA/STA fund generation.

This claim of funds is consistent with Sonoma County Transit’s proposed FY 2014 budget.

**Prior Board Actions:**

05/12/2012: Board authorized filing a claim with the Metropolitan Transportation Commission for allocation of TDA/STA funds for FY2013.

**Strategic Plan Alignment:**

Goal 1: Safe, Healthy, and Caring Community

The continued support for countywide public transportation provides mobility options for local and intercity travel throughout Sonoma County, via fixed-route and ADA paratransit services.

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 10,345,334	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 10,345,334
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 10,345,334</b>	<b>Total Sources</b>	<b>\$ 10,345,334</b>

**Narrative Explanation of Fiscal Impacts (If Required):**  
 The split of revenues for the claim are \$1,638,626 in STA funds and \$8,706,708 in TDA funds.

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

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

**Attachments:**  
 Resolution

**Related Items "On File" with the Clerk of the Board:**  
 SCTA approved FY 2014 TDA and STA Coordinated Claims; Opinion of Counsel Letter



County of Sonoma  
State of California

---

Date: June 4, 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 filing of a claim with the Metropolitan Transportation Commission for  
Allocation of Transportation Development Act (TDA) and State Transit Assistance (STA) Funds  
for Fiscal Year 2013-14.**

**Whereas**, the Transportation Development Act (TDA), (Public Utilities Code Section 99200 et seq.), provides for the disbursement of funds from the Local Transportation Fund of the County of Sonoma for use by eligible claimants for the purpose of approved transit projects; and

**Whereas**, pursuant to the provisions of the TDA, and pursuant to the applicable rules and regulations there under (21 Cal. Code of Regulations 6600 et seq.) a prospective claimant wishing to receive an allocation from the Local Transportation Fund shall file its claim with the Metropolitan Transportation Commission; and

**Whereas**, the State Transit Assistance (STA) fund is created pursuant to Public Utilities Code Section 99310 et seq.; and

**Whereas**, the STA fund makes funds available pursuant to Public Utilities Code Section 99313.6 for allocation to eligible claimants to support approved transit projects; and

**Whereas**, TDA funds from the Local Transportation Fund of Sonoma County/STA funds will be required by claimant in Fiscal Year 2013-14 for approved transit projects; and

**Whereas**, the County of Sonoma is an eligible claimant for TDA and/or STA funds pursuant to Public Utilities Code Section 99260 and Section 99234.9, as attested by the County of Sonoma Opinion of Counsel dated May 1, 2013.

**Now, Therefore, Be It Resolved** the Director of Transportation and Public Works or their designee is authorized to execute and file an appropriate TDA/STA claim together with all necessary supporting documents, with the Metropolitan Transportation commission for an allocation of TDA and STA funds in Fiscal Year 2013-14.



Resolution #

Date:

Page 2

**Be It Further Resolved** that a copy of this resolution be transmitted to the Metropolitan Transportation Commission in conjunction with the filing of the claim, and the Metropolitan Transportation Commission be requested to grant the allocations of funds as specified herein.

**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: 42**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan R. Klassen 707-565-2231

**Supervisorial District(s):**

All

**Title:** Santa Rosa Community Media Access Center, Inc. Agreement

### Recommended Actions:

1. Authorize the Chair to execute an Agreement between the County of Sonoma and the Santa Rosa Community Media Access Center, Inc. commencing July 1, 2013 through June 30, 2014 in an amount not to exceed \$50,000 for the filming and production of the County of Sonoma Board of Supervisors' meetings.

### Executive Summary:

The Transportation and Public Works Department is seeking approval and execution of the Santa Rosa Community Media Access Center, Inc. (SRCMAC) Agreement. This Agreement is for the weekly filming and production of the Board of Supervisors' meetings and also includes a provision for other filming services upon request by the County. Any additional services will require the development of a supplemental scope of work including cost information and will be executed by the Director of Transportation and Public Works. The Agreement will not exceed \$50,000 for FY 13-14. The Special Projects budget is managed by Transportation and Public Works and includes the oversight of local cable franchise duties. Therefore the Transportation and Public Works Department manages the SRCMAC contract, which is funded by cable franchise fees specifically designated to increase public media access. In December 2008, staff issued a Request For Proposals to select a vendor to film Board of Supervisors' meetings. These services require specialized equipment and technical knowledge that do not exist among County staff. Based on the frequency of need for these services, entering into an agreement was the most cost effective approach. Two firms submitted responses, and the SRCMAC was selected based on price and qualifications. Annual agreements have been established since then. The rates for filming and production of the Board of Supervisors' meetings have a small increase from fiscal year 12-13 rates. The SRCAMC did not increase their rates in fiscal year 12-13 and in fiscal year 11-12 SRCMAC participated in the vendor voluntary reduction program by decreasing rates by ten percent.

A new Request for Proposals will be issued after the completion of the audiovisual upgrades to the

Board of Supervisors' chambers and updated specifications are available.

**Prior Board Actions:**

5/22/12: No. 34 Board approved an Agreement with the Santa Rosa Community Media Access Center (SRCMAC); 12/13/11: No. 49 Board approved an amendment to the SRCMAC Agreement for an amount not to exceed \$50,000; 6/21/11: Purchasing approved an agreement with SRCMAC; 6/17/10: Purchasing approved an amendment under the Voluntary Vendor Cost Reduction program; 9/29/09: No. 29 Board approved an agreement with SRCMAC.

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

The Agreement with Santa Rosa Community Media Access Center supports the County's strategic goal of civic services and engagement by providing access to the Board of Supervisors' meetings to those community members that are unable to attend the meetings in person.

**Fiscal Summary - FY 12-13**

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

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

General Fund appropriations are requested in the FY 13-14 Special Projects Budget. The County receives approximately \$1.4 million in franchise fees from the cable operators. Special Projects has requested approximately \$136,000 for cable related activities including the filming and production of the Board of Supervisors' meetings.

**Staffing Impacts**

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

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

NA

<b>Attachments:</b>
None
<b>Related Items "On File" with the Clerk of the Board:</b>
SRMCAC Agreement with Exhibits A, B, C



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 43**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Board of Supervisors – (707) 565-2241

**Title:** Minutes of May 14, 2013

**Recommended Actions:**

Approval

**Executive Summary:**

Approval of Minutes – (A) Approve the Minutes of the Meeting of May 14, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Sonoma County Water Agency, and Board of Supervisors and (B) Approve the Minutes of the Meeting of May 14, 2013 of the Sonoma Valley County Sanitation District

**Prior Board Actions:**

None

**Strategic Plan Alignment** Not Applicable

**Fiscal Summary - FY 12-13**

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

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Minutes			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

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

**TUESDAY**

**MAY 14, 2013**

**8:30 A.M.**

Susan Gorin	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
Mike McGuire	Fourth District		
Efren Carrillo	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, and as the governing board of all special districts having business on the agenda to be heard this date.

The Board welcomes you to attend its meetings which are regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

**AGENDAS AND MATERIALS:** Agendas and most supporting materials are available on the Board's website at <http://www.sonoma-county.org/board/>. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 575 Administration Drive, Room 100A, Santa Rosa, CA.

**SUPPLEMENTAL MATERIALS:** Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Board of Supervisors office at 575 Administration Drive, Room 100A, Santa Rosa, CA, during normal business hours.

**DISABLED ACCOMMODATION:** If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241, as soon as possible to ensure arrangements for accommodation.

**Public Transit Access to the County Administration Center:**

Sonoma County Transit: Rt. 20, 30, 44, 48, 60, 62

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

For transit information call (707) 576-RIDE or 1-800-345-RIDE or visit or <http://www.sctransit.com/>.

***APPROVAL OF THE CONSENT CALENDAR***

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

***PUBLIC COMMENT***

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

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

8:33 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, and Efred Carrillo. (All Supervisors Were Present)

Present: Chris Thomas, Assistant County Administrator and Bruce Goldstein, County Counsel

Chairman Rabbitt presiding.

## PLEDGE OF ALLEGIANCE

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

## II. BOARD MEMBER ANNOUNCEMENTS

Supervisor Zane announced that she attended the Bay Area Air Quality Management District Budget and Finance meeting and will be participating in a Sonoma Clean Power presentation at the Rohnert Park City Council meeting.

Supervisor McGuire invited the public to the May 29th Annual Mark West-Larkfield Town meeting; provided the Board with a Cal American Water Company settlement update, and announced that he attended the Sonoma County Transportation Authority meeting.

Supervisor Gorin announced she attended a retirement party for Nick Frey and met with Jerry Dunn, Director of Human Services, to discuss Affordable Care Act.

Supervisor Carrillo announced that he attended the Association of California Water Agencies Legislative Conference; announced the July 19th Region One Program "Take it From the Tap" conference; and that he attended a meeting between the Water Agency and representatives of the Department of Water Resources and National Oceanic and Atmospheric Administration (NOAA) regarding atmospheric rivers effort.

Chairman Rabbitt reported he attended the Golden Gate Bridge Highway Transportation District Board meeting and the Sonoma County Employees Retirement Association Ad Hoc committee meeting.

## III. CONSENT CALENDAR

(Items 1 through 23)

## PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 7)

## PRESENTATIONS AT BOARD MEETING



CONSENT CALENDAR (Continued)

1. Adopt Gold Resolution honoring John Perry for his forty years of coaching Little League with the Westside A's and congratulating him on the achievement of his 1,000th game as a coach and mentor. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0188

2. Adopt a Gold Resolution declaring May 18-19, 2013 as 350 Home and Garden Challenge Weekend throughout Sonoma County. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0189

PRESENTATIONS AT DIFFERENT DATE

3. Adopt a Gold Resolution commending Valerie Brown as an Honoree of the Sonoma Valley Hospital 2013 Celebration of Women Event. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0190

4. Adopt a Gold Resolution commending Harriet Derwingson as an Honoree of the Sonoma Valley Hospital 2013 Celebration of Women Event. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0191

5. Adopt a Gold Resolution honoring Joy Tharpe on her extraordinary commitment to the children, parents, and staff at the Alexander Valley School, and offering congratulations on her retirement after 43 years of teaching and nurturing generations of local Alexander Valley families. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0192

6. Adopt a Gold Resolution proclaiming May 2013 as Older Americans Month in Sonoma County. (Human Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0193

7. Adopt a Gold Resolution proclaiming May 2013 as Mental Health Month in Sonoma County. (Health Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0194

CONSENT CALENDAR (Continued)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

8. Approve and authorize the President to execute a contract with Donald Hays Trail Contractor, Inc. in the amount of \$333,600 for construction of the Montini Open Space Preserve Trail, and authorize the General Manager to execute a revocable license agreement permitting a spike camp operation on the property for the duration of the project, through summer 2014. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

SONOMA COUNTY WATER AGENCY

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

9. Authorize the Chair to execute an agreement with Sotoyome Resource Conservation District for the District to provide creek restoration and education. (\$124,913; agreement terminates on March 31, 2019). (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

10. Authorize the Chair to execute the third amended agreement with Stewards of the Coast and Redwoods for pinniped monitoring activities in the Russian River estuary adding \$70,043 to the agreement cost and extending the agreement term by two years. The new not-to-exceed agreement total is \$149,043; agreement terminates June 30, 2015. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

11. Adopt Resolutions (3) authorizing the General Manager to execute the following agreements: receipt of grant funds in the amount of \$1,183,138 from the Department of Fish and Wildlife to assist in the funding of the Mirabel Dam Modifications for Improved Fish Passage Project (Grant 1), agreement terminates on September 15, 2015 (Fifth District); receipt of grant funds in the amount of \$826,277 from the Department of Fish and Wildlife to assist in the funding of the California Coastal Salmonid Population Monitoring in the Russian River Watershed Project (Grant 2), agreement terminates on June 30, 2015 (Fifth District); sub-recipient funding agreement in an amount not to exceed \$362,097 between the Sonoma County Water Agency and the Regents of the University of California for the University of California to assist in the Russian River Watershed Fisheries Monitoring Project (Grant 2: Sub-Recipient Agreement), agreement terminates on June 30, 2015 (Fifth District); and Proposition 84 Sub-Grantee Agreement for the receipt of funds in the amount of \$1,000,000 from the County of Humboldt for the Water Agency to assist in the funding of the Copeland Creek Stormwater Detention/Groundwater Recharge Basins and Habitat Restoration Project (Grant 3), agreement terminates August 2016 (Third District).

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution Nos. 13-0195, 13-0196, 13-0197

CONSENT CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY  
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT  
(Directors: Gorin, Rabbitt, K. Brown)

AND

BOARD OF SUPERVISORS

12. Authorize the Chair to execute the Agreement for Funding of Economic Development Board, between the Sonoma County Water Agency and the County of Sonoma through its Economic Development Board for business related water quality and conservation efforts (\$150,000; agreement terminates on June 30, 2016); and Authorize the Chair to execute the Agreement for Funding of Economic Development Board for Sonoma Valley County Sanitation District Commercial, Industrial, and Institutional Biochemical Oxygen Demand / Total Suspended Solids Reduction Program for business related water quality and conservation efforts, between the Sonoma Valley County Sanitation District and the County of Sonoma through its Economic Development Board (\$90,000; agreement terminates on June 30, 2016). (2/3 vote required)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Sonoma Valley County Sanitation District  
Board Action: Approved as Recommended  
AYES: Susan Gorin, David Rabbitt  
ABSENT: Ken Brown

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

13. Review and approve the quarterly Treasury Financial Report January 1 through March 31, 2013.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

COUNTY COUNSEL

14. Authorize the Chair to execute a second amendment to the legal services agreement with Hunton & Williams to continue to retain their legal expertise in environmental liabilities in connection with the County's solid waste system and increase the not to exceed amount from \$75,000 to \$125,000. (4/5 vote required)

Board Action: Approved as Recommended  
UNANIMOUS VOTE

15. Adopt Resolutions approving conflict of interest code amendments for the Live Oak Charter School and the Healdsburg Unified School District.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution Nos. 13-0198, 13-0199

CONSENT CALENDAR (Continued)

GENERAL SERVICES

16. Authorize the Purchasing Agent to execute a Blanket Purchase Order with Art's Towing, Santa Rosa, CA for towing services for county owned vehicles effective June 1, 2013, through May 31, 2014, with the option to extend for two (2) additional one (1) year periods, providing that extensions are agreeable to both parties. The estimated cost of the Blanket Purchase Order over three years is expected to be \$45,570 per year.

Item #16 was pulled from the agenda.

HEALTH SERVICES

17. Authorize the Director of Health Services to execute a revenue agreement to receive funds from the National Association of County and City Health Officials for tobacco prevention efforts for the period March 18, 2013 through September 29, 2013, in an amount not to exceed \$5,000; and Authorize the Director of Health Services to execute a revenue agreement to receive funds from the National Association of County and City Health Officials for Medical Reserve Corps capacity building efforts for the period January 5, 2013 through July 31, 2013, in an amount not to exceed \$4,000.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

HUMAN SERVICES

18. Approve the Area Agency on Aging Fiscal Year 2013-14 Area Plan Update and authorize the Chair to sign the transmittal letter to California Department of Aging.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

19. Adopt a Resolution of the Board of Directors of the Northern Sonoma County Air Pollution Control District to: (A) approve disbursement of \$45,000 in Vehicle Pollution Mitigation Program (VPMP) grant funds to Sonoma County Transit to fund the construction of a bus turnaround at Monte Rio Creekside Park; and (B) authorize the Air Pollution Control Officer to enter into a grant agreement with Sonoma County Transit.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Approved by Resolution No. 13-0200

TRANSPORTATION AND PUBLIC WORKS

20. Approve and authorize the Chair to execute a transit services agreement with Mendocino Transit Authority to provide transit services in the northern coastal area of Sonoma County

CONSENT CALENDAR (Continued)

Item #20 Continued

for \$167,000 for the period of July 1, 2013 thru June 30, 2014. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

21. Approve plans and specifications for the Arnold Drive at Agua Caliente Road Roundabout; award construction contract to the lowest responsible bidder, Team Ghilotti Inc., in the amount of \$1,896,602.75; and authorize the Chair to execute construction contract C02166. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

APPOINTMENTS/REAPPOINTMENTS

(Items 22 through 23)

22. Appoint Dagny Thomas to the Sonoma County Fish and Wildlife Commission beginning on May 14, 2013 at the pleasure of the Board. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

23. Reappoint Frank Briceno to the Community Action Partnership of Sonoma County Board for a 3-year term beginning May 14, 2013 and expiring April 1, 2016 (First District).

Board Action: Approved as Recommended

UNANIMOUS VOTE

IV. REGULAR CALENDAR (Items 24 through 30)

HUMAN SERVICES

24. Accept Prevent Child Abuse-Sonoma County's Annual Child Abuse Prevention Report.

9:23 A.M.

Present: Jerry Dunn, Director of Human Services; Robin Bowen, Executive Director of California Parenting Institute; and Regina de Melo, Human Services Department

9:25 A.M. Supervisor Zane left the meeting

9:27 A.M. Supervisor Zane rejoined the meeting

Speakers:

Nick Honey, Human Services Division Director

Board Action: Approved as Recommended  
UNANIMOUS VOTE

10:10 A.M. Board recessed

10:26 A.M. Board reconvened

COUNTY ADMINISTRATOR

25. Fiscal Year 2013/14 Advertising Program Grant Awards - (A) Adopt updated Advertising and Promotions Program Policy; (B) Approve Advertising Program grants for Fiscal Year 2013-14; (C) Allow certain Fiscal Year 2012-13 awarded grants of purposes outside of advertising; (D) Direct staff to initiate application process for new funding available through proposed Signage and Way Finding Category.

10:51 A.M.

Present: Jennifer Milligan, County Administrator Analyst

Speakers:

Tawny Tesconi, Sonoma County Fair Manager  
Wendy Peterson

REGULAR CALENDAR (Continued)

Item #25 Continued

Board Action:

- (A) Approve Advertising Program grants for Fiscal Year 2013-14;
- (B) Allow certain Fiscal Year 2012-13 awarded grants of purposes outside of advertising;
- (C) Direct staff to initiate application process for new funding available through proposed Signage and Way Finding Category.
- (D) Direct staff to return to the Board on June 4, 2013 with a final recommendation on the following items:
  - 1) Base funding within Category E
  - 2) Allocation amount for Visitor Way Finding and Signage Category
  - 3) Funding amount for the Sonoma County Harvest Fair and Farm Bureau "Love of the Land"

UNANIMOUS VOTE

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

- 26. Conduct a public hearing and review the Northern Sonoma County Air Pollution Control District's Fiscal Year 2013-2014 recommended budget and provide the public with the opportunity to comment upon the District's budget.

10:26 P.M.

Present: Barbara Lee, Air Pollution Control Officer, and Tom O'Kane, Deputy Director Engineering & Maintenance, Transportation and Public Works

10:43 A.M. Public Hearing opened

Bob Williamson

10:45 A.M. Public Hearing closed

No action taken, hearing conducted for public comment only.

COMMUNITY DEVELOPMENT COMMISSION

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

- 27. Conduct a public hearing and approve the purchase agreement for \$240,000 by and between the Sonoma County Community Development Commission, as seller, and Nandine Hatvany, as buyer, for the vacant land located at 650 West Spain Street, Sonoma, and authorize and direct the Executive Director of Commission to carry out all tasks necessary to comply with the terms of the agreement and close escrow. (First District)

10:46 A.M.

Present: John Haig, Redevelopment Manager

REGULAR CALENDAR (Continued)

Item #27 Continued

10:51 A.M. Public Hearing opened

10:51 A.M. Public Hearing closed

Board Action: Approved as Recommended  
UNANIMOUS VOTE

COUNTY ADMINISTRATOR

AND

COMMUNITY DEVELOPMENT COMMISSION

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

28. Revitalization and Reinvestment Funds - (A) Adopt policy direction for County use of "Reinvestment and Revitalization" funds available as a result of dissolved Redevelopment Project Areas .(B) Direct County and Commission staff to return to the Board as part of the Fiscal Year 2013-14 supplemental budget with specific project and program funding recommendations. (C) Direct the County Administrator to review the policy direction and funding recommendations annually. (D) Direct the County Administrator and Commission to work with special districts under control of the Board on potential use of residual/asset distribution funds, consistent with the purpose of those districts.

12:11 P.M.

Present: Don Schwartz, County Administrator Analyst and Kathleen Kane, Executive Directors of the Community Development Commission

Speakers:

Pat Nicholson  
Katrina Thurman  
Dan Fein

Board Action: Approved as Recommended  
UNANIMOUS VOTE

SHERIFF'S OFFICE

29. Pursuant to Government Code § 7522.56 and required findings, certify that appointment of Ms. Marion Medrano as a Legal Processor (Retiree Extra Help) is necessary to fill a critically needed position within 180 days of her retirement and approve her hiring date as early as May 15, 2013.

12:36 P.M.

Present: Assistant Sheriff Randall Walker

Board Action: Approved as Recommended  
UNANIMOUS VOTE



REGULAR CALENDAR (Continued)

BOARD OF SUPERVISORS

30. Approve waiver of health inspection fees in the amount of \$8,119 for 14 facilities throughout Sonoma County for the Council on Aging's Congregate Dining Sites and Adult Day Programs where meals are served to seniors throughout Sonoma County. (First, Third, Fourth and Fifth Districts)

12:39 P.M.

The Board directed to staff to develop a policy that automatically waives health inspection fees for County funded food programs.

Board Action: Approved as Recommended  
UNANIMOUS VOTE

Chairman Rabbitt announced that the Board would reconvene from Closed Session at 2:15 P.M.

12:42 P.M. The Board recessed to Closed Session.

V. CLOSED SESSION CALENDAR (Items 31 through 33)

3:30 P.M. Counsel Goldstein reported on Closed Session items #31-33.

31. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Sonoma County Association of Retired Employees (SCARE) v. Sonoma County. United States District Court, Northern District: Case No. CV-09-4432 CW (Govt. Code Section 54956.9 (d)(1)).

Direction was given to Counsel.

32. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/Janet Cory Sommer, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Direction was given to labor negotiators.

33. The Board of Supervisors will consider the following in closed session: Public Employee Appointment: Public Defender (Govt. Code Section 54957).

The Board appointed Kathleen Pozzi as Public Defender.

VI. REGULAR AFTERNOON CALENDAR (Items 34 through 37)

2:22 P.M. - RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Present: Chris Thomas, County Administrator and Bruce Goldstein, County Counsel

34. Report on Closed Session.

Chairman Rabbitt announced that the Board would reconvene to continued Closed Session after hearing public comment on items not on the agenda.

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

2:23 P.M. Public Comment opened

Jeff Koors for Jasmine Johnson  
C.J. Holmes  
Judith Iam  
James Bennett

2:35 P.M. Public Comment closed

36. Permit and Resource Management Department: Review and possible action on the following:  
a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments  
b) Acts and Determinations of Project Review and Advisory Committee  
c) Acts and Determinations of Design Review Committee  
d) Administrative Determinations of the Director of Permit and Resource Management

No Acts and Determinations were reviewed or acted on.

2:36 P.M. The Board recessed to continued Closed Session.

3:30 P.M. The Board reconvened from continued Closed Session. Counsel Goldstein reported on Closed Session items #31-33.

37. ADJOURNMENTS

3:31 P.M. The Board adjourned the meeting in memory of Kenneth James Jr., Margareta Redwine, and John "Jack" Balshaw. The meeting was adjourned to May 21, 2013 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk of the Board



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 44**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Robert Ochs, Probation: 565-2732  
Jennifer M. Murray, CAO: 565-2048

**Supervisorial District(s):**

Countywide

**Title:** Public Safety Realignment Implementation Plan for Fiscal Year 2013-14 (Year 3)

### **Recommended Actions:**

Accept the Community Corrections Partnership's (CCP) recommended Public Safety Realignment Plan for Fiscal Year 2013-14 (Year 3).

### **Executive Summary:**

The October 2011 Public Safety Realignment Act (Assembly Bill 109) shifted responsibility for managing select adult offenders in California from the State to each of the 58 counties. AB 109 applies to three major groups of offenders: 1) Post-Release Community Supervision (PRCS) offenders incarcerated in State prison for non-violent and non-serious offenses who will be supervised by county probation instead of state parole upon release; 2) individuals convicted for new non-violent, non-serious, or non-sex related offenses that will be sentenced pursuant to Penal Code section 1170(h) to local jail and/or mandatory supervision by Probation, instead of state prison; and 3) state parole and probation violators that will serve their revocation terms in county jail instead of state prison. The statutes place a high-value on evidence-based practices to reduce recidivism among offenders.

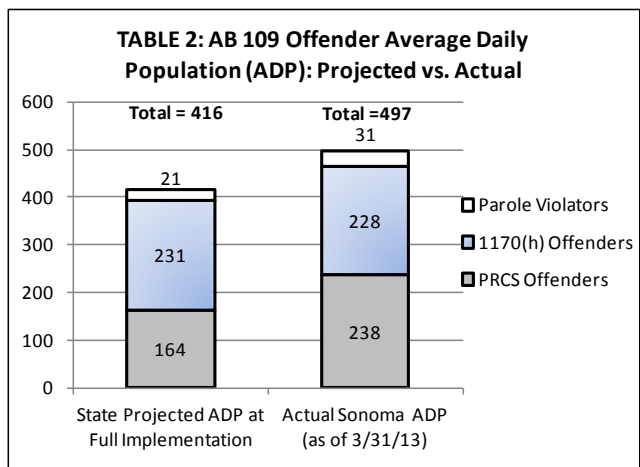
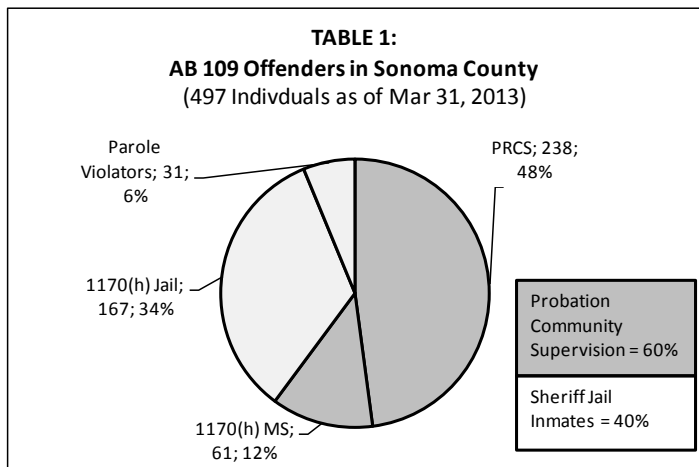
The purpose of this board report is to present the Sonoma County Community Corrections Partnership's (CCP) recommended AB 109 Public Safety Realignment Plan for Fiscal Year 2013-14 (Year 3). The CCP unanimously approved its Year 3 plan on March 6, 2013. The full CCP plan, titled "County of Sonoma Community Corrections Partnership Recommended Public Safety Realignment Plan for Fiscal Year 2013-14," accompanies this summary report as Attachment A. The full Year 3 plan contains the following supplemental information: an overview of the Public Safety Realignment Act legislation; the CCP's planning process and objectives; the State's budget and funding allocation methodology; local impact of AB 109; and detailed budget information for each program and service recommended by the CCP. The CCP's Year 3 plan includes three main categories of programs and services: 1) programs and services implemented in prior years that should be continued; 2) continuing efforts that should be augmented or enhanced commensurate with need; and 3) newly proposed programs designed to meet legislative mandates and other identified custody, supervision, and programming needs. The Year 3 budget

includes Full-Time Equivalent (FTE) position allocations and/or funding for the following Sonoma County departments: Sheriff, Probation, Health Services, Human Services, District Attorney, Public Defender, County Counsel, and Information Systems. The recommended plan also includes funding for local law enforcement agencies, the Sonoma County Office of Education, and the Superior Court of California, County of Sonoma. The FY 2013-14 Public Safety Realignment Plan promotes evidence-based programming and upstream investments, which is consistent with prior year plans, and also aligns closely with the overall strategic goals, guiding principles, and recommendations of the County's 2010 Criminal Justice Master Plan.

**AB 109 - Impact to Sonoma County**

Sonoma County has experienced a higher number of realigned offenders than originally estimated by the State at inception of Public Safety Realignment in 2011. Due to a variety of unknown factors—such as future PRCS release rates, future 1170(h) sentencing trends, and completion/termination rates—the CCP cannot accurately predict whether the overall AB 109 offender population in Sonoma County's jurisdiction will either increase, level-off, or decrease over time as we approach full implementation at the 3-4 year mark (FY 14-15 and FY 15-16). Although the current population of AB 109 offenders in Sonoma County currently exceeds the State's original ADP estimate for full implementation, it should be noted that the population may eventually decline in the future. The CCP will continue to refine and revise its forward-looking projections periodically to ensure allocated resources align with anticipated needs.

The tables below summarize the impact to Sonoma County's criminal justice system from AB 109, comparing the expected versus actual number of offenders realigned to the local system and the average daily population. As of March 31, 2013, Sonoma County had a combined total of 497 Realignment offenders in its criminal justice system. This is impacting detention facilities, Probation Officer caseload supervision demands, and all other aspects of the criminal justice system. Table 1 summarizes the distribution of Realignment offenders as supervised by the Probation Department or in Sheriff's custody. Table 2 compares the expected versus actual average daily population of realigned offenders. The number of realigned offenders impacting the local criminal justice system has exceeded the state estimate by nearly 19%. For a more detailed discussion of AB 109's local impact, refer to Section 4 of the Attachment A Realignment Plan:



As a result of the increased population, the Sheriff re-opened a vacant housing unit at the North County Detention Facility in March 2012. As part of its Year 3 Plan, the CCP recommends continued funding for the NCDF jail unit through Fiscal Year 13-14 to accommodate the realigned inmates. Throughout Year 2, the in-custody realignment population has grown by about 60% since May 2012. These inmates account for approximately 19% of the current population of Sonoma County Detention facilities. Due to the population increase during FY 12-13, another vacant housing unit at the North County Detention Facility was re-opened in March 2013, with use of extra-help and over-time, on at least a temporary basis.

Based on recent projections and historical trends, the CCP anticipates that the rate of PRCS offenders released by the State to Sonoma County's jurisdiction will continue to decrease gradually each month through the end of FY 13-14. The number of active PRCS offenders will level-off during this same time period, and will start declining at a greater rate starting in October 2014, at which time the three-year terms of offenders will start terminating automatically by order of law. This downward trend will be reinforced long term, as more convicted offenders will be sentenced to county jail pursuant to PC 1170(h), rather than being sent to prison, which effectively reduces the future pool of individuals that might subsequently be eligible for Post-Release Community Supervision at a later date. An analysis of 1170(h) sentencing trends since October 2011 shows that a consistent average of 16 offenders per month received either a jail-only sentence or split sentence (jail plus mandatory supervision). The number of jail-only sentences has decreased over time; conversely, the number of split sentences has trended up proportionately over time. Long term, as a result of these population trends, the ratio of PRCS offenders to 1170(h) offenders in Sonoma County's criminal justice system will continue to shift as the former decreases and the latter increases. The full impact resulting from the imminent realignment of parole revocation hearings from the State to local jurisdictions (starting in July 2013) cannot be accurately predicted at this time. The increased workload resulting from the parole hearings will primarily impact the District Attorney, Public Defender, and the Superior Court.

### **Strategic Alignment of Criminal Justice Master Plan and Public Safety Realignment Plan**

Throughout the planning process, the CCP, in recognizing the uniqueness of Sonoma County's earlier strategic initiatives, leveraged the organizing principles of the County's 2010 Criminal Justice Master Plan (CJMP) as a foundation for its Public Safety Realignment Plan. The CCP's Public Safety Realignment Plan promotes evidence-based programming and upstream investments, which aligns closely with the overall strategic goals, guiding principles, and recommendations of the County's earlier CJMP.

The CJMP recommended several programs and initiatives that were subsequently implemented as part of Realignment: a new Day Reporting Center (DRC); a comprehensive Pre-Trial Services program; inmate assessments to guide targeted programming; cognitive behavioral programming in-custody; use of an objective risk-assessment instrument and targeting of higher-risk offenders; programming and treatment continuity in and out of custody; mental health evaluation and services; substance abuse treatment; employment testing and job search assistance; general education and literacy classes; and life skills classes. Of these programs, the DRC and Pre-Trial Services are considered to be two major initiatives. Establishment and continued operation of the DRC is consistent with the guiding principles of the CJMP, which recommended that the County develop a DRC as a non-residential correctional option. The DRC opened in January 2012 and serves as the central point of evidence-based programming and structure for PRCS, Mandatory Supervision, and felony offenders in the community. Pre-Trial Services constitutes a core system function by: providing universal front-end screening for all

persons booked into jail, supporting jail management, reducing pre-trial failure, and facilitating efficient case processing. Consistent with prior year plans, the CCP's recommended Public Safety Realignment Implementation Plan (and associated budget) for FY 2013-14 is designed to achieve the following objectives:

1. Reduce recidivism amongst offenders to enhance public safety.
2. Promote evidence-based programming and upstream investments in health, education, and human services to decrease the need for, and costs of, enforcement and incarceration.
3. Fund programs that align with both Sonoma County's over-arching strategic goals of enhancing public safety and investing in the future, and with the tenets of the County's Criminal Justice Master Plan.
4. Minimize use of jail beds through utilization of detention alternatives, in a manner that is consistent with public safety, and maintains the integrity of the criminal justice system.
5. Provide programming for offenders both in-custody, as well as out-of-custody, and use validated risk assessments to inform programming decisions and ensure continuity.
6. Implement a Day Reporting Center to serve as the central point of evidence-based programming to help offenders reintegrate back into the community.

The confluence of the County's own strategic initiatives, and those of AB 109 Realignment, provided the CCP with a unique opportunity to develop a plan that achieves shared strategic goals and further improves Sonoma County's progressive criminal justice system.

#### **Data Reporting and Outcome Measures**

During FY 12-13, the CCP initiated preliminary data collection and reporting efforts that will eventually mature into development and tracking of AB 109-related outcome measures across all departments. Starting in August 2012, Probation began providing a monthly dashboard report to the CCP and stakeholders; a sample report for the month of March 2013 has been included as Attachment "F" to this Board Item. The data report tracks various metrics for PRCS and 1170(h) offenders (intake, attrition, revocations, new on-view offenses, etc.). The report also contains some preliminary outcome measures, such as successful discharge and unsuccessful termination rates. Longer term, the CCP has tasked the Data Management and Evaluation Subcommittee with developing a more robust outcome data reporting structure during FY 13-14. The Data Management and Evaluation Subcommittee co-chairs will lead the County's effort to develop outcome measures for AB 109. The effort will involve determining which outcome measures to report, in addition to creating a plan for data collection and management. To assist with this process, the County issued a Request for Qualifications in January 2013 to solicit responses from consultants, with the end goal of creating a roster of vetted, qualified consultants that could bid on future opportunities related to outcome data generation and evaluation. The responses from the RFQ have been evaluated by County staff, but no contracts have been executed. Given the importance of meaningful analysis of the impact of State Realignment, the CCP recognizes that investing in the establishment of outcome reporting will be a high priority.

#### **State Funding Allocations to California Counties**

In order to address the sweeping changes resulting from Public Safety Realignment, the California legislature provided direction and funding to the counties through Assembly Bill (AB) 109, AB 117, and AB 118. The County Administrative Officers Association of California (CAOAC) developed the formula

ultimately used by the California State Department of Finance (DOF) to determine the main funding allocations to the 58 counties. The legislation stipulates that the DOF has final decision-making authority to establish the formula used for determining the to-be-determined growth fund allocations to the counties.

For FY 12-13, Sonoma County received a \$9,027,459 AB 109 funding allocation from the State, equivalent to 1.071% of the overall statewide allocation of \$842.9 million. The County also received an additional \$150,000 from the State to cover one-time planning costs, plus \$136,028 to fund District Attorney and Public Defender activities. The grand total FY 12-13 state revenue allocation to Sonoma County amounted to \$9,313,487. For FY 13-14, the State's overall budget for Realignment is increasing to \$998.9 million. The State's formula for calculating funding allocations to California counties remains unchanged; Sonoma will again receive 1.071% of the overall statewide AB 109 budget. Unlike prior fiscal years, the State will not be providing any one-time funding to Sonoma County (or any other counties) in FY 13-14. Based on this current formula, Sonoma County will receive a main FY 2013-14 funding allocation of \$10,698,219, and \$159,321 for DA/PD activities, for a grand total of \$10,857,540 (a year-over-year increase of 16.6%).

In addition to the main funding allocation, the State will also be distributing annual AB 109 growth fund allotments to the counties. The May revise of the State budget shows an expected growth fund of \$48.3 million for FY 2012-13 and \$87.9 million for FY 2013-14. The County anticipates that the first annual growth fund allotment for FY 2012-13 will be disbursed in early fall of 2013. The County Administrative Officers Association of California (CAOAC) recently submitted a proposed allocation methodology; however, the DOF will have the final decision-making authority to determine the allocation formula. CAOAC's proposal includes a .75% allocation for Sonoma County (equal to \$339,750 in FY 2012-13 and \$618,000 in FY 13-14). CAOAC's proposed using the existing DA/PD subaccount allocation formula for the DA/PD growth fund, which yields a .93% allocation for Sonoma County (\$27,951 in FY 2012-13 and \$51,244 in FY 2013-14). Because the final allocation formulas for the growth funds have not yet been determined by the DOF, the County cannot accurately predict future growth fund revenues at this juncture. In November 2012, California voters passed Proposition 30, titled "Sales and Income Tax Increase (2012)". Proposition 30 imposed new taxes and also added Section 36 to Article XIII of the California Constitution, which guarantees future funding to the counties for Public Safety Realignment; however, Prop 30 does not specify the amount of funding that each County will ultimately receive.

### **Summary of Fiscal and Staffing Impacts**

In deciding which programs to include as part of the FY 13-14 Public Safety Realignment Implementation Plan, the CCP carefully considered the ongoing need for services and the recurring annual cost of maintaining each program in future years. The CCP decided to take this proactive approach given that the State's future funding allocations to Sonoma County may decrease starting in FY 14-15. The CCP's strategy for addressing the potential issue of rising operational costs versus declining revenues in the future is threefold: first, maintain a substantial contingency reserve in the current year to fund unforeseen needs and subsidize future fiscal year CCP budgets, by way of carry-over funding; second, consider a tiered ranking system that would allow the CCP to prioritize the most critical programs and services; and third, develop a process for measuring outcomes, that will assist the CCP in evaluating the relative value realized by each program.

The CCP discussed a ranking system that would include three general tiers: 1) critical programs and



services that must be funded in order for the County to serve the realigned offenders and meet legislative mandates; 2) beneficial programs that clearly help Sonoma County's Criminal Justice System as a whole, but may not directly impact AB 109 offenders; and 3) programs that provide ancillary benefits to criminal justice in Sonoma County. It is anticipated that Tier 1 programs would be given higher priority for continued funding, while Tier 3 programs would be likely candidates for elimination. The rankings will be further refined by the CCP during FY 13-14, and future years, and will be informed by outcome data. Should the CCP and County need to eliminate select AB 109 programs and services in future fiscal years due to funding shortfalls, the tier ranking and outcome data can be used by the CCP as an aid to determine which programs should either be maintained or terminated.

The CCP's recommended FY 13-14 budget for Public Safety Realignment assumes Sonoma County will receive **\$13,287,251** of state revenues from three sources: 1) projected carry-over of \$2,429,712 in unspent prior year Realignment funds; 2) a FY 2013-14 main State revenue allocation of \$10,698,219; and 3) a District Attorney/Public Defender revenue allocation of \$159,321. Of the total known anticipated revenues for FY 2013-14, the CCP recommends that **\$11,423,566** be allocated to fund Year 3 programs and services, and \$1,863,685 be reserved as a contingency fund to cover any unanticipated impacts of managing the realigned population. The actual surplus carryover amount will not be known until the fiscal year concludes; therefore, \$2,429,711 should be considered a preliminary estimate. The FY 13-14 projected contingency reserve will increase or decrease based on the variance between the estimated and actual carryover amounts. The County also anticipates receiving additional revenues (exact amounts currently unknown) from the State for the FY 12-13 and FY 13-14 growth fund allocations and DA/PPD growth fund allocations. Any revenues received from these sources would be added to the aforementioned contingency reserve. The CCP's proposed Realignment budget for FY 13-14 assumes no use of any Sonoma County General Fund dollars.

Attachment "A" to this Board Item, titled "County of Sonoma Community Corrections Partnership Recommended Public Safety Realignment Implementation Plan for Fiscal Year 2013-14", presents a narrative overview of the various program and service elements that comprise the recommended Year 3 budget. Attachment "B" includes a high-level budget summary for FY 13-14 programs, grouped into the following nine (9) major categories: administration, supervision, custody, in-custody programming, out-of-custody programming and detention alternatives, parole revocation hearings support, pre-trial services, data management, and other programs. Attachment "C" to this Board Item provides a high-level summary of the CCP's overall FY 13-14 budget, by department and program element. Attachment "D" summarizes requested Full-time Equivalent (FTE) staffing positions by program. In order to fully implement the FY 13-14 Realignment plan, the CCP recommends a total position allocation of 49.75 Full-Time Equivalent (FTE) positions, an increase of 5.65 FTEs from FY 12-13. Attachment "E" includes a side-by-side comparison of the CCP's FY 12-13 approved budget versus the recommended FY 13-14 budget, by department and program. The budget increased by \$2,134,186 year-over-year, which can be attributed to the following factors:

- \$853,378 due to transition of many programs (e.g., Pre-Trial Services) from a partial year to a full annualized cost for 12 months of effort;
- \$657,861 for new programs, such as staffing to handle parole revocation hearings workload;
- \$489,499 for scope (service expansion) changes (net of increases and reductions); and
- \$133,448 due to cost adjustments and County overhead rate increases.

## Overview of CCP Plan Programs for Fiscal Year 13-14

This section provides a general overview of the FY 13-14 Realignment Implementation Plan, itemized by the nine major categories that comprise the **\$11,423,566** program budget. Under each major program category, all individual program elements are listed and identified as either a continuing effort or new program; proposed changes to continuing efforts are also noted:

### 1) Administration - \$137,163 (1% of total budget)

- Description: Administrative, budgetary, and analytical support to the CCP for Realignment.
- Continuing Efforts: Probation Department Analyst.
- Scope Changes from FY 12-13: No changes.
- New Programs: None.

### 2) Supervision - \$2,187,082 (19% of total budget)

- Description: Monitoring out-of-custody Realignment offenders in the local community.
- Continuing Efforts: Probation AB 109 Supervision Units and Sheriff Detective.
- Scope Changes from FY 12-13: No changes.
- New Programs: Probation Offender Needs Fund to provide AB 109 offenders with miscellaneous items, such as identification cards, birth certificates, medications, etc.

### 3) Custody - \$1,524,966 (14% of total budget)

- Description: Local jail accommodations for Realignment inmates.
- Continuing Efforts: NCDF Jail Unit and Specialized Emergency Response Team (SERT) Training
- Scope Changes from FY 12-13: Addition of 1.0 FTE Legal Processor to work in the jail unit due to increased population.
- New Programs: No new programs; however, the Sheriff may request contingency funding at a later date to cover a second jail unit, should the jail population continue to remain elevated after June 30, 2013.

### 4) In-Custody Programming - \$1,373,911 (12% of total budget)

- Description: Includes all rehabilitative programming for jail inmates.
- Continuing Efforts: Jail Programs, Inmate Program Manager, Starting Point, In-custody Mental Health Services, "1370 Restoration Services", and Inmate Risk Assessments.
- Scope Changes from FY 12-13: Health Services added 0.50 FTE LCSW/MFT, and 0.30 FTE Psychiatrist to augment the in-custody mental health services staff, and increased the budget for medications. Budget for Inmate Program Manager increased due to anticipated position re-classification to Sergeant.
- New Programs: None.

### 5) Out-of-Custody Programming & Detention Alternatives - \$3,594,988 (32% of total budget)

- Description: All programs and services that support realigned offenders under community supervision, such as: mental health, substance use disorder treatment, evidence-based programming, employment training, and educational assistance. Also includes detention alternatives that allow the County to minimize use of traditional jail beds.
- Continuing Efforts: Electronic Monitoring Program, Supervised Adult Crew, Day Reporting

Center, SCOE GED Preparation and Testing, Transitional Housing, Community Mental Health Services, Domestic Violence Programming, Alcohol and Other Drug Substance Use Disorder Services, Substance Use Disorder Contracts, Employment and Eligibility Services, Human Services Contract Business Representative, and General Assistance subsidy.

- Scope Changes from FY 12-13: Budget for the DRC has been increased by \$118,000 based on projected higher client population. Budget for Transitional Housing increased by \$99,000 to accommodate up to 20 individuals for 12 months. Probation's EMP contract costs have been reduced by \$25K based on revised projections.
- New Programs: None.

**6) Parole Revocation Hearings - \$469,538 (4% of total budget)**

- Description: Additional staffing needed to handle the additional workload created by the upcoming realignment of the parole revocation hearings process, from the State Board of Parole Hearings to local courts, effective July 1, 2013.
- Continuing Efforts: None.
- Scope Changes from FY 12-13: Not applicable; all new programs.
- New Programs: District Attorney Victim Witness Advocate, DA Parole Revocation Hearings Case Prosecution, Public Defender Parole Revocation Hearings Investigator, and PD Parole Investigations Attorney.

**7) Pre-Trial Services - \$1,488,638 (13% of total budget)**

- Description: Provides universal front-end screening for all persons booked into jail, supports jail management, reduces pre-trial failure, and facilitates efficient case processing.
- Continuing Efforts: Pre-Trial Services
- Scope Changes from FY 12-13: Budget increase due to anticipated 12 months at full staffing vs. six months budgeted in the prior year. Consulting costs decreased due to anticipated transition from development and implementation phases to evaluation and maintenance phases.
- New Programs: None.

**8) Data Management - \$144,990 (1% of total budget)**

- Description: Programs and services that involve capturing, analyzing, and reporting data pertaining to AB 109 offenders.
- Continuing Efforts: Programming Support and Data Evaluation & Analysis Consultant
- Scope Changes from FY 12-13: Business Intelligence Programmer combined with Programming Support and discontinued as separate program.
- New Programs: None.

**9) Other Programs - \$502,290 (4% of total budget)**

- Description: Variety of programs and services that either support the CCP's planning efforts or address needs of partner agencies, external to the County, that have been impacted by Realignment.
- Continuing Efforts: CCP Consulting support, local Law Enforcement Support, Legal Support, and DA Gang Taskforce Investigator.

- Scope Changes from FY 12-13: Consultant budget reduced based on anticipated need for ad-hoc support only. Legal Support budget increased by \$35,000 based on projected increased need for legal services resulting from higher jail populations, transition of parole revocation hearings to local courts, and other potential policy developments. DA Taskforce Investigator funding has been increased to cover the full 1.0 FTE (from .50 FTE).
- New Programs: 1) Funding for .50 FTE SRPD Gang Taskforce Officer to participate in the North Bay Regional Gang Task Force and allow SRPD to meet the expected increase in investigative workload due to AB 109. 2) Funding for the Sonoma County Superior Court's contract psychologist to provide early assessments of criminal defendants to determine whether a Penal Code 1368 competency process should be ordered.

### **Realignment Implementation Comparative Analysis – Sonoma County vs. Other Counties**

After passage of AB 109 in FY 2011-12, the State required the Community Corrections Partnership committees from each of the 58 California counties to develop their own individual Public Safety Realignment implementation plans. The State did not require counties to refresh or update their respective plans for subsequent fiscal years. Of the 58 counties, Sonoma identified 18 other counties that have both updated their Realignment plans for FY 12-13, and have populations between 250,000 and 2,000,000 individuals. The County compared its FY 12-13 CCP budget to these other counties in five general categories: supervision, custody, programming, detention alternatives, and administration/data management/other. Taking these 19 counties (including Sonoma) as an aggregate group, on average, funding was allocated as follows: 35% to custody, 23% to supervision, 26% to programming, 8% to detention alternatives, and 7% to other activities. Sonoma County allocated 23% of its FY 12-13 budget to supervision and 6% to other activities, close to the multi-county averages. Sonoma County's budget for custody (14%) ranked as one of the lowest. Relative to other counties in the sample group, Sonoma County allocated the largest amount to programming (39%), and second largest amount to detention alternatives (18%). The results of this comparison demonstrate that CCP's budget decisions were consistent with its goals to: 1) promote evidence-based programming and upstream investments to decrease the need for enforcement and incarceration; and 2) minimize use of jail beds through utilization of detention alternatives, in a manner that is consistent with public safety.

### **Contingency Reserve Funds**

The CCP identified several programs that may be potential candidates to receive contingency reserve funding, should the need arise: consultant support to assist with updating the Criminal Justice Master Plan; consultant support for the County's upcoming SB 1022 application to BSCC for funding new detention beds and programming space; programming support to create a database repository of criminal justice data; funding for the DUI Court, should grants not materialize; an additional District Attorney Legal Processor to support parole revocation hearings; and additional funding for the Day Reporting Center. The Sheriff may also request contingency funding for continued operation of a second jail unit, should jail populations remain high. Probation may request funding for additional Pre-Trial Services supervision staff once analysis of population and requirements has been completed. Contingency funds may only be allocated for specific identified needs in the future and will require approval of the CCP and the Board of Supervisors.



<b>Fiscal Summary - FY 13-14</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 11,423,566	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 10,857,640
Contingency Reserve	\$ \$1,863,685	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 2,429,712
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 13,287,251</b>	<b>Total Sources</b>	<b>\$ 13,287,251</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p>Refer to the executive summary for an overview of fiscal impacts. For detailed budget and annualized cost information, refer to the <u>Attachment "A"</u> Recommended Year 3 Plan and budget summaries found in <u>Attachment "B"</u> and <u>Attachment "C"</u>. The estimated recurring annualized cost for continuing all programs and services recommended as part of the Year 3 Realignment Plan is anticipated to be \$11,466,150 (in FY 13-14 dollars).</p> <p><b>Note:</b> All County departments expected to receive AB 109 funds, as part of the CCP's recommended plan, have included their portion of the Realignment Year 3 budget in their respective FY 13-14 departmental budget submissions. As a result, the total expenditures and funding/revenues listed in the FY 13-14 Fiscal Summary table above are provided for informational purposes only. These expenditures and revenues should not be considered as separate from, or in addition to, the budgets that each department has submitted to the Board of Supervisors for review and approval in June 2013. Board action to approve the budget for the FY 2013-14 Realignment Plan will take place as part of the scheduled county budget hearings.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
Refer to explanation below.	n/a	n/a	n/a
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<p>All County departments expected to receive AB 109 funds have included their requested full-time equivalent positions in their respective FY 13-14 departmental budget submissions. For a detailed list of positions by department and program element, refer to the <u>Attachment "D"</u> staffing summary.</p>			
<b>Attachments:</b>			
<p><u>Attachment "A"</u>: County of Sonoma Community Corrections Partnership Recommended Public Safety Realignment Plan for Fiscal Year 2013-14 (Year 3)  <u>Attachment "B"</u>: Fiscal Year 13-14 Public Safety Realignment Budget by Major Program  <u>Attachment "C"</u>: Fiscal Year 13-14 Public Safety Realignment Budget by Department</p>			

Attachment "D": Fiscal Year 13-14 Public Safety Realignment Staffing Summary

Attachment "E": Comparison of FY 12-13 vs. FY13-14 Budget Changes

Attachment "F": Sample CCP Monthly AB 109 Data Report (for March 2013)

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

Not applicable.

# County of Sonoma Community Corrections Partnership

---

**Assembly Bills 109/117**

**Recommended Public Safety Realignment  
Implementation Plan**

**Fiscal Year 2013-14 (Year 3)**

June 4, 2013



Prepared by:

Sonoma County's Community Corrections Partnership

Board Item Attachment A



---

**TABLE OF CONTENTS**

1 EXECUTIVE SUMMARY ..... 4

2 LEGISLATION OVERVIEW..... 5

3 CCP PLANNING PROCESS & OBJECTIVES ..... 6

4 LOCAL IMPACT OF AB 109 ..... 9

5 STATE FUNDING ALLOCATION METHODOLOGY.....12

6 FY 2013-14 REALIGNMENT PLAN BUDGET & PROGRAM OVERVIEW.....13

7 FY 2013-14 REALIGNMENT PROGRAM DESCRIPTIONS & BUDGETS .....16

    7.1 Administration ..... 17

        7.1.1 Department Analyst ..... 17

    7.2 Supervision ..... 18

        7.2.1 AB 109 Supervision Units..... 18

        7.2.2 AB 109 Offender Needs Fund..... 20

    7.3 Custody..... 21

        7.3.1 Jail Unit ..... 21

        7.3.2 Specialized Emergency Response Team (SERT) Training ..... 22

    7.4 In-Custody Programming..... 23

        7.4.1 Inmate Programs & Services Manager ..... 23

        7.4.2 Jail Programs ..... 24

        7.4.3 Starting Point Substance Use Disorder (SUD) Services..... 24

        7.4.4 In-Custody Mental Health Services ..... 25

        7.4.5 “1370” Restoration Services ..... 26

        7.4.6 Inmate Risk Assessments..... 27

    7.5 Out-of-Custody Programming and Detention Alternatives..... 28

        7.5.1 Day Reporting Center ..... 28

        7.5.2 SCOE GED Preparation and Testing Services ..... 29

        7.5.3 Transitional Housing..... 30

        7.5.4 Domestic Violence 52-Week Course ..... 30

        7.5.5 Supervised Adult Crew (SAC) ..... 31

# FY 2013-14 Public Safety Realignment Implementation Plan

## County of Sonoma - Community Corrections Partnership

### Board Item Attachment A

---

7.5.6	Electronic Monitoring Program.....	31
7.5.7	Community Mental Health Services.....	32
7.5.8	Alcohol and Other Drug Services (AODS) Substance Use Disorder Treatment.....	33
7.5.9	Substance Use Disorder Contract Services .....	34
7.5.10	Employment and Eligibility Services.....	34
7.5.11	Business Representative (Contract) .....	35
7.5.12	General Assistance (GA).....	36
7.6	Parole Revocation Hearings.....	37
7.6.1	District Attorney - Parole Revocation Hearings Case Prosecution .....	37
7.6.2	District Attorney - Victim Services.....	38
7.6.3	Public Defender - Parole Revocation Hearings Attorney.....	38
7.6.4	Public Defender – Parole Revocation Hearings Investigator .....	38
7.7	Pre-Trial Services.....	39
7.7.1	Pre-Trial Services.....	39
7.8	Data Management .....	41
7.8.1	Programming Support .....	41
7.8.2	Data Evaluation & Analysis Consultant.....	42
7.9	Other Programs.....	43
7.9.1	CCP Planning - Consulting Support.....	43
7.9.2	Local Law Enforcement Support .....	44
7.9.3	Legal Support .....	44
7.9.4	District Attorney - Gang Task Force Investigator .....	45
7.9.5	Santa Rosa Police Department – Gang Task Force Officer .....	46
7.9.6	“1368” Mental Competency Assessments.....	46
Exhibit A: Community Corrections Partnership Roster.....		47
Exhibit B: Budget by Major Program .....		48
Exhibit C: Budget by Department.....		50
Exhibit D: Fiscal Year 2013-14 Staffing Summary .....		52
Exhibit E: FY 2012-13 vs. FY 2013-14 CCP Budget Comparison.....		54

## **1 EXECUTIVE SUMMARY**

This document presents the Sonoma County Community Corrections Partnership's (CCP) AB 109 Public Safety Realignment Implementation Plan for Fiscal Year 2013-14 (Year 3), covering the 12-month period from July 1, 2013 through June 30, 2014. Sections 2 through 4 provide broad context for this Year 3 plan by describing the legislation, local planning efforts, objectives, and observed impacts of Realignment on the local criminal justice system. Sections 5 through 7 address the State's budget for Public Safety Realignment, the allocation formula for determining Sonoma County's revenue allocation, and the specific programs and services recommended by the CCP.

Section 2 of this Year 3 plan provides a brief synopsis of the October 2011 Public Safety Realignment Act legislation, which consists of Assembly Bill 109 and associated trailer bills. This section describes the three primary groups of adult offenders in California affected by AB 109: 1) Post-Release Community Supervision offenders, 2) individuals sentenced to jail and/or mandatory supervision pursuant to Penal Code 1170(h), and 3) state parole violators that will serve revocation terms in local jail. Following the legislative overview, Section 3 describes the ongoing planning efforts of the local Community Corrections Partnership (CCP) to develop a plan for Sonoma County to address the mandates of the Public Safety Realignment Act. This section includes a high-level history of the CCP's planning process, and it describes the associated Board of Supervisors actions. In addition, this section provides insights into the guiding principles, strategic framework, and objectives that the CCP adhered to when it developed its Interim Public Safety Realignment Plan for Fiscal Year 2011-12 (Year 1), its follow-up plan for FY 2012-13 (Year 2), and the current recommendation for FY 2013-14 (Year 3). Section 4 of the plan delves into the impact of AB 109 on the local criminal justice system. This section provides statistics regarding the number of the realigned offenders in Sonoma County and their composition. This section concludes by providing guidance regarding anticipated future AB 109 population trends.

All programmatic and budgetary recommendations made by the CCP take into account the anticipated revenues that Sonoma County will receive from the State to implement AB 109 programs and services. Section 5 addresses the State of California's overall budget for Public Safety Realignment for Fiscal Year 2013-14, and details the methodology used to determine Sonoma County's revenue allocation. The last two sections of this plan describe the individual programs and services that comprise the CCP's recommended Year 3 plan and budget. The individual programs for Year 3 are grouped into the following nine (9) major categories: Administration, Supervision, Custody, In-custody Programming, Out-of-Custody Programming and Detention Alternatives, Parole Revocation Hearings Support, Pre-trial Services, Data Management, and Other Programs. Section 6 provides a high level overview of the major program categories and briefly describes programs continued from FY 2012-13, changes to continuing efforts, and new programs for FY 2013-14. Section 7 contains detailed narratives for all programs and services. Each program narrative includes a description, progress report for Year 2, implementation plan for Year 3, and descriptive budget information for Year 3.

The CCP's recommended Public Safety Realignment Implementation Plan for FY 2013-14 augments its prior year plans, achieves stated objectives, and represents both a synergistic and balanced approach to addressing the challenges of Realignment. The CCP recognizes that this implementation plan will continue to evolve and be refined in future fiscal years to meet new changes and challenges.

## **2 LEGISLATION OVERVIEW**

The Public Safety Realignment Act (Assembly Bill 109) took effect October 1, 2011, and mandated sweeping changes to California’s criminal justice systems. AB 109 shifted the responsibility for managing select adult offenders in California from the State to each of the 58 counties. AB 109 applies to three major groups of offenders. 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 pursuant to Penal Code section 1170(h). Local sentences include combinations of county jail detention, mandatory supervision by Probation, and a variety of detention alternatives. The third group consists of state parole and probation violators that will serve their revocation terms in county jail instead of state prison. The statutes place a high-value on evidence-based practices to reduce recidivism among offenders.

After passage of AB 109, the State Board of Parole Hearings initially retained responsibility for parole revocation hearings; however, that will change starting July 1, 2013, at which time the parole revocation process will become a local court-based process. Local courts in Sonoma County, rather than the Board of Parole Hearings, will become the designated authority for determining revocations. Under this new arrangement, only offenders previously sentenced to a term of life can be revoked to state prison instead of local jail. After July, 1, 2013, the Board of Parole Hearings will continue to conduct: parole consideration for lifers; medical parole hearings; mentally disordered offender case hearings; and sexually violent predator case hearings.

In November 2012, California voters passed Proposition 30, titled “Sales and Income Tax Increase (2012)”. Proposition 30 imposed new taxes and also added Section 36 to Article XIII of the California Constitution, which guarantees future funding to the counties for Public Safety Realignment.

### **3 CCP PLANNING PROCESS & OBJECTIVES**

As required by the legislation, Sonoma County established a Community Corrections Partnership (CCP) to lead planning efforts. The Chief Probation Officer chairs the committee, and the committee's voting membership, its executive committee, includes the District Attorney, Sheriff, Public Defender, Director of Behavioral Health, Sonoma Superior Court Executive Officer, and Santa Rosa Chief of Police. Exhibit A contains a full membership roster for CCP as of May 2013.

On November 1, 2011, the Board of Supervisors approved the CCP's recommended Interim Public Safety Realignment Implementation Plan for FY 2011-12, which delineated the County's response for meeting the mandates of the Public Safety Realignment Act. From November 2011 through July 2012, the CCP and its sub-committees continued planning efforts and conducted twelve meetings focused on: 1) exploring new programming alternatives (such as pre-trial services), 2) identifying and prioritizing data collection and analysis work, and 3) developing the recommended FY 12-13 plan and budget. Following Board of Supervisors approval of the FY 12-13 plan and budget in July 2012, between August 2012 and March 2013, the CCP reconvened approximately once per month to address a variety of topics, such as proposals for use of contingency reserve funds. Several meetings focused on implementation of the crucial Pre-Trial Services program. The CCP also discussed preliminary data collection and reporting efforts by Probation, with recognition that outcome measures would be decided upon at a later date.

The Board of Supervisors approved the Public Safety Realignment Plan for FY 2012-13 (Year 2) on July 31, 2012. The Year 2 plan built upon the FY 2011-12 accomplishments and also introduced new program elements to enhance services. For FY 2012-13, the County allocated funding to continue core programs and services needed to accommodate AB 109 offenders, such as: a jail unit to house the AB 109 inmates; a dedicated Probation unit built on an enhanced, intensive supervision model; electronic monitoring and other detention alternatives; substance use disorder treatment; employment services, and mental health services for offenders both in the jail and in the community. The Year 2 plan promoted evidence-based programming and upstream investments, consistent with the guiding principles and recommendations of Sonoma County's Criminal Justice Master Plan (CJMP). During FY 2012-13, County departments began implementing several programs and initiatives under Realignment that were previously recommended in the CJMP: expansion of the Day Reporting Center (DRC); a comprehensive Pre-Trial Services program; inmate assessments to guide targeted programming; cognitive behavioral programming in-custody; mental health evaluation and services; substance abuse treatment; employment testing and job search assistance; and general education classes.

The CCP's recommended Public Safety Realignment Plan for FY 2013-14 (Year 3) includes programs and services implemented in prior years that should be continued, and newly proposed programs designed to meet legislative mandates (i.e., transfer of parole revocation hearings to local jurisdictions), and other identified needs. The Year 3 budget includes Full-Time Equivalent (FTE) position allocations and/or funding for the following Sonoma County departments: Sheriff, Probation, Health Services, Human Services, District Attorney, Public Defender, County Counsel, and Information Systems. The recommended plan also includes funding for local law enforcement agencies, the Sonoma County Office of Education, and the Sonoma Superior Court.

Starting in December 2012, the CCP initiated planning efforts for developing the FY 13-14 Public Safety Realignment Plan and its associated budget. In order to develop the plan, the CCP reactivated the Detention Alternatives and Programming sub-committee and tasked it with soliciting proposals,

## FY 2013-14 Public Safety Realignment Implementation Plan

### County of Sonoma - Community Corrections Partnership

#### Board Item Attachment A

---

recommendations, and inputs from various stakeholders and County departments. The CCP and its Detention Alternatives sub-committee collaborated closely with—and received direct inputs from—the following departments: Probation, Sheriff, Health Services, Human Services, County Counsel, District Attorney, Public Defender, and Information Systems. Additionally, community-based organizations were invited to participate in the CCP and sub-committee meetings and to submit proposals for new programs. Through collaboration and active participation in the planning process, these stakeholders helped shape the decisions and recommendations of the CCP. From January 2013 through March 2013, the CCP conducted a series of budget-focused meetings. On March 6, 2013, the CCP voted unanimously in favor of approving the recommended Realignment plan and associated budget delineated in the subject Board item.

Consistent with prior year plans, the CCP's recommended Public Safety Realignment Implementation Plan (and associated budget) for FY 2013-14 is designed to achieve the following objectives:

#### **Sonoma County CCP Public Safety Realignment Implementation Plan Objectives**

1. Reduce recidivism amongst offenders to enhance public safety.
2. Promote evidence-based programming and upstream investments in health, education, and human services to decrease the need for, and costs of, enforcement and incarceration.
3. Fund programs that align with both Sonoma County's over-arching strategic goals of enhancing public safety and investing in the future, and with the tenets of the County's Criminal Justice Master Plan.
4. Minimize use of jail beds through utilization of detention alternatives, in a manner that is consistent with public safety, and maintains the integrity of the criminal justice system.
5. Provide programming for offenders both in-custody, as well as out-of-custody, and use validated risk assessments to inform programming decisions and ensure continuity.
6. Implement a Day Reporting Center to serve as the central point of evidence-based programming to help offenders reintegrate back into the community.

During FY 12-13, the CCP initiated preliminary data collection and reporting efforts that will eventually mature into development and tracking of AB 109-related outcome measures across all departments. Starting in August 2012, Probation began providing a monthly dashboard report to the CCP and stakeholders; a sample report for the month of March 2013 has been included as Attachment "F" to this Board Item. The data report tracks various metrics for PRCS and 1170(h) offenders (intake, attrition, revocations, new on-view offenses, etc.). The report also contains some preliminary outcome measures, such as successful discharge and unsuccessful termination rates.

Longer term, the CCP has tasked the Data Management and Evaluation Subcommittee with developing a more robust outcome data reporting structure during FY 13-14. The Data Management and Evaluation Subcommittee co-chairs will lead the County's effort to develop outcome measures for AB 109. The effort will involve determining which outcome measures to report, in addition to creating a plan for data collection and management. To assist with this process, the County issued a Request for Qualifications

## **FY 2013-14 Public Safety Realignment Implementation Plan**

### **County of Sonoma - Community Corrections Partnership**

#### **Board Item Attachment A**

---

in January 2013 to solicit responses from consultants, with the end goal of creating a roster of vetted, qualified consultants that could bid on future opportunities related to outcome data generation and evaluation. The responses from the RFQ have been evaluated by County staff, but no contracts have been executed. Given the importance of meaningful analysis of the impact of State Realignment, the CCP recognizes that investing in the establishment of outcome reporting will be a high priority.

Throughout the planning process, the CCP, in recognizing the uniqueness of Sonoma County's earlier strategic initiatives, leveraged the organizing principles of the County's 2010 Criminal Justice Master Plan (CJMP) as a foundation for its Public Safety Realignment Plan. The CCP's Public Safety Realignment Plan promotes evidence-based programming and upstream investments, which aligns closely with the overall strategic goals, guiding principles, and recommendations of the County's earlier CJMP.

4 LOCAL IMPACT OF AB 109

The State began releasing PRCS offenders to the supervision of Sonoma County Probation starting October 1, 2011, and will continue to release PRCS offenders as they become eligible. The State originally projected that, at full implementation (3 to 4 years into Realignment), Sonoma County would have approximately 416 additional offenders in the local system at any point in time, including offenders supervised in the community, and those incarcerated in county jail. As of March 31, 2013, Sonoma County had a combined total of 497 Realignment offenders in its criminal justice system—nearly 19% higher than CDCR’s original population projection for full implementation: 238 PRCS under active community supervision; 61 offenders under active 1170(h) Mandatory Supervision by Probation; 167 inmates serving their 1170(h) sentence in the County Detention Facilities; and 31 inmates serving parole violation terms in jail:

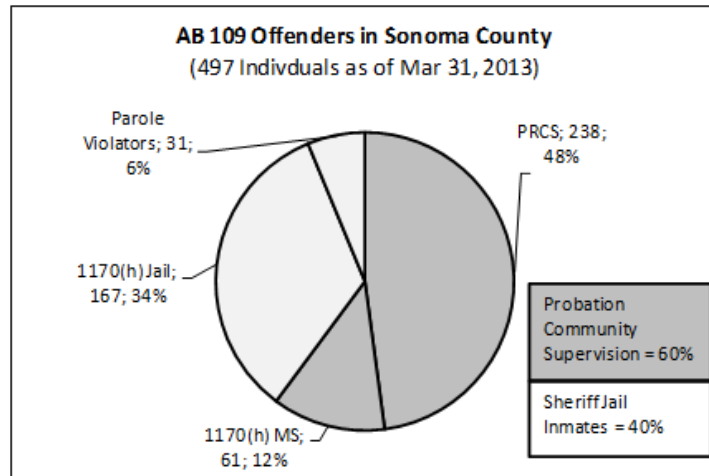


Figure 1: Distribution of AB 109 Offenders

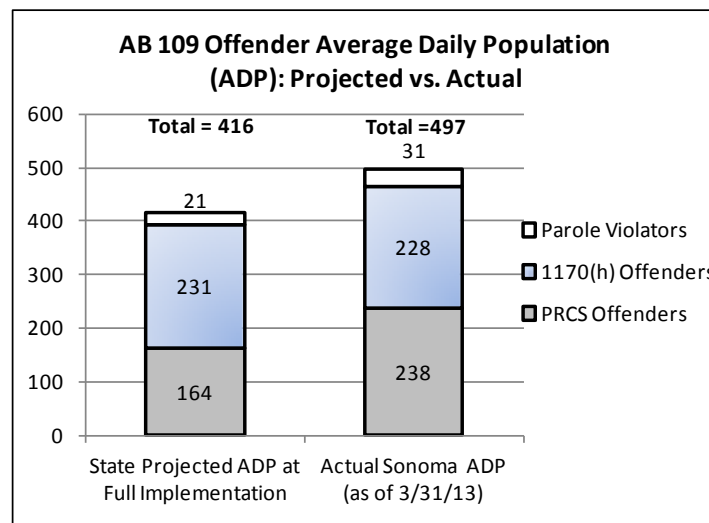


Figure 2: Projected ADP vs. Actual ADP



## FY 2013-14 Public Safety Realignment Implementation Plan

### County of Sonoma - Community Corrections Partnership

#### Board Item Attachment A

---

In 2011, CDCR estimated 312 PRCS offenders (an average of 17 per month) would be released to Sonoma County during the initial 18 months of Realignment. As of March 31, 2013, 379 PRCS offenders have been released to Sonoma County (averaging 21 per month), which exceeds CDCR's original projection by approximately 21%. In addition to releases from CDCR, 17 PRCS offenders have been transferred to Sonoma County from other counties, for a grand total intake of 396 PRCS offenders during the initial 18 months of Realignment. Of this total intake, 238 PRCS offenders are subject to intensive supervision by Probation. In addition to these active caseloads, Probation also manages cases administratively for 42 offenders, technically under Sonoma's jurisdiction, that are classified as either deported, under ICE holds, or under inter-state compact. Of the 396 PRCS offenders released to Sonoma County, 116 individuals are no longer under active community supervision for a variety of reasons. A total of 43 PRCS offenders were discharged successfully after one year (by order of law), due to having committed no violations or new offenses resulting in incarceration. A total of 17 PRCS offenders were terminated unsuccessfully due to new offenses or violations, while 8 individuals were terminated when they "timed out" upon pre-determined expiration of their truncated PRCS term, prior to the one-year mark. In addition to discharges and terminations, 34 offenders were transferred to other jurisdictions, 12 individuals were transferred to State parole (after being released to Sonoma County in error), and 2 have deceased. In addition to experiencing a larger than expected influx of PRCS, Probation records show that 65% of all PRCS offenders released to Sonoma County have been classified as high-risk to reoffend. These high-risk individuals require rigorous community supervision and are more likely to require sanctions.

Over the same 18 month period, a cumulative total of 284 individuals in Sonoma County were sentenced under new Penal Code section 1170(h). Of these individuals, 62% received so-called split sentences with jail and Mandatory Supervision components, while 38% received jail-only sentences. As of March 31, 2013, there were 61 offenders under active 1170(h) Mandatory Supervision by Probation and 167 inmates serving their 1170(h) sentence in County Detention facilities. The average length of jail sentence for all 1170(h) inmates is 27 months, with 83% receiving sentences of 1 year or more. The average length of mandatory supervision terms for offenders sentenced under 1170(h) is 17 months, with 76% receiving terms of 1 year or greater. To date the longest 1170(h) sentenced imposed has been a 15 year term, with 10 to be served in jail and 5 under Mandatory Supervision. Prior to Realignment, many of these inmates would have served their sentence in a state prison. As a result of the increased population, the Sheriff re-opened a vacant housing unit at the North County Detention Facility in March 2012. As part of its Year 3 Plan, the CCP recommends continued funding for the NCDF jail unit through Fiscal Year 13-14 to accommodate the realigned inmates. Throughout Year 2, the in-custody realignment population has grown by about 60% since May 2012. These inmates account for approximately 19% of the current population of Sonoma County Detention facilities. Due to the population increase during FY 12-13, another vacant housing unit at the North County Detention Facility was re-opened in March 2013, with use of extra-help and over-time, on at least a temporary basis.

Based on recent projections and historical trends, the CCP anticipates that the rate of PRCS offenders released by the State to Sonoma County's jurisdiction will continue to decrease gradually each month through the end of FY 13-14. The number of active PRCS offenders will level-off during this same time period, and will start declining at a greater rate starting in October 2014, at which time the three-year terms of offenders will start terminating automatically by order of law. This downward trend will be reinforced long term, as more convicted offenders will be sentenced to county jail pursuant to PC 1170(h), rather than being sent to prison, which effectively reduces the future pool of individuals that

## FY 2013-14 Public Safety Realignment Implementation Plan

### County of Sonoma - Community Corrections Partnership

#### Board Item Attachment A

---

might subsequently be eligible for Post-Release Community Supervision at a later date. An analysis of 1170(h) sentencing trends since October 2011 shows that a consistent average of 16 offenders per month received either a jail-only sentence or split sentence (jail plus mandatory supervision). The number of jail-only sentences has decreased over time; conversely, the number of split sentences has trended up proportionately over time. Long term, as a result of these population trends, the ratio of PRCS offenders to 1170(h) offenders in Sonoma County's criminal justice system will continue to shift as the former decreases and the latter increases.

Due to a variety of unknown factors—such as future PRCS release rates, future 1170(h) sentencing trends, and completion/termination rates—the CCP cannot accurately predict whether the overall AB 109 offender population in Sonoma County's jurisdiction will either increase, level-off, or decrease over time as we approach full implementation at the 3-4 year mark (FY 14-15 and FY 15-16). Although the current population of AB 109 offenders in Sonoma County currently exceeds the State's original ADP estimate for full implementation, it should be noted that the population may eventually decline in the future. The CCP will continue to refine and revise its forward-looking projections periodically to ensure allocated resources align with anticipated needs.

The full impact resulting from the imminent realignment of parole revocation hearings from the State to local jurisdictions (starting in July 2013) cannot be accurately predicted at this time. The increased workload resulting from the parole hearings will primarily impact the District Attorney, Public Defender, and the Superior Court.

## **5 STATE FUNDING ALLOCATION METHODOLOGY**

In order to address the sweeping changes resulting from Public Safety Realignment, the California legislature provided direction and funding to the counties through Assembly Bill (AB) 109, AB 117, and AB 118. The County Administrative Officers Association of California (CAOAC) developed the formula ultimately used by the California State Department of Finance (DOF) to determine the main funding allocations to the 58 counties. The legislation stipulates that the DOF has final decision-making authority to establish the formula used for determining the to-be-determined growth fund allocations to the counties.

The State budgeted \$354.3 million in Fiscal Year (FY) 2011-12 to fund Public Safety Realignment. Based on the initial allocation formula established in FY 2011-12, Sonoma County received \$3,240,562 from the State to fund Realignment implementation for the first nine (9) months (October 2011 – June 2012). Sonoma County also received an additional \$378,650 for one-time CCP planning and start-up costs, for a grand total FY 2011-12 funding allocation of \$3,619,212. For FY 2012-13, the overall statewide AB 109 budget has more than doubled to \$842.9 million. The methodology for calculating the funding allocations to the counties also changed. Under the new methodology, each county's allocation is based on the best result of three options:

1. Status quo allocation formula used in FY 2011-12; or
2. Adjusted Average Daily Population (ADP) relative to other counties; or
3. Total County adult population (ages 18-64) relative to other counties.

For Sonoma County, the Adjusted ADP formula (Option 2 above) yielded the highest relative amount of the three options; therefore, it was used by the State Department of Finance to determine Sonoma County's FY 2012-13 allocation of \$9,027,459. The County also received an additional \$150,000 from the State to cover one-time planning costs, plus \$136,028 to fund District Attorney and Public Defender Activities. The grand total FY 12-13 state revenue allocation to Sonoma County amounted to \$9,313,487. The allocation formula adopted by the State Department of Finance for FY 2012-13 was also used for determining the FY 2013-14 funding allocations to counties; however, it is not considered permanent and will be subject to revision in future years. Based on this current formula, Sonoma County will receive a main FY 2013-14 funding allocation of \$10,698,219, and \$159,321 for DA/PD activities, for a grand total of \$10,857,540 (a year-over-year increase of 16.6%).

In addition to the main funding allocation, the State will also be distributing annual AB 109 growth fund allotments to the counties. The May revise of the State budget shows an expected growth fund of \$48.3 million for FY 2012-13 and \$87.9 million for FY 2013-14. The County anticipates that the first annual growth fund allotment for FY 2012-13 will be disbursed in early fall of 2013. The County Administrative Officers Association of California (CAOAC) recently submitted a proposed allocation methodology; however, the DOF will have the final decision-making authority to determine the allocation formula. CAOAC's proposal includes a .75% allocation for Sonoma County (equal to \$339,750 in FY 2012-13 and \$618,000 in FY 13-14). CAOAC's proposed using the existing DA/PD subaccount allocation formula for the DA/PD growth fund, which yields a .93% allocation for Sonoma County (\$27,951 in FY 2012-13 and \$51,244 in FY 2013-14). Because the final allocation formulas for the growth funds have not yet been determined by the DOF, the County cannot accurately predict future growth fund revenues at this juncture.

---

## 6 FY 2013-14 REALIGNMENT PLAN BUDGET & PROGRAM OVERVIEW

The CCP's recommended FY 13-14 budget for Public Safety Realignment assumes Sonoma County will receive **\$13,287,251** of state revenues from three sources: 1) projected carry-over of \$2,429,712 in unspent prior year Realignment funds; 2) a FY 2013-14 main State revenue allocation of \$10,698,219; and 3) a District Attorney/Public Defender revenue allocation of \$159,321. Of the total known anticipated revenues for FY 2013-14, the CCP recommends that **\$11,423,566** be allocated to fund Year 3 programs and services, and \$1,863,685 be reserved as a contingency fund to cover any unanticipated impacts of managing the realigned population. The actual surplus carryover amount will not be known until the fiscal year concludes; therefore, \$2,429,712 should be considered a preliminary estimate. The FY 13-14 projected contingency reserve will increase or decrease based on the variance between the estimated and actual carryover amounts. The County also anticipates receiving additional revenues (exact amounts currently unknown) from the State for the FY 12-13 and FY 13-14 growth fund allocations and DA/PD growth fund allocations. Any revenues received from these sources would be added to the aforementioned contingency reserve. The CCP's proposed Realignment budget for FY 13-14 assumes no use of any Sonoma County General Fund dollars.

The following sub-sections provide a general overview of the FY 13-14 Realignment Implementation Plan, itemized by the nine (9) major categories that comprise the **\$11,423,566** program budget. Under each major program category, all individual program elements are listed and identified as either a continuing effort or new program, and proposed changes to continuing efforts are also noted. Each program element cited in this section is described in greater detail in Section 7.

### 1) Administration - \$137,163 (1% of total budget)

- Description: Administrative, budgetary, and analytical support to the CCP for Realignment.
- Continuing Efforts: Probation Department Analyst.
- Overview of Changes from FY 12-13: No changes.
- New Programs: None.

### 2) Supervision - \$2,187,082 (19% of total budget)

- Description: Monitoring out-of-custody Realignment offenders in the local community.
- Continuing Efforts: Probation AB 109 Supervision Units and Sheriff Detective.
- Overview of Changes from FY 12-13: No changes.
- New Programs: Probation Offender Needs Fund to provide AB 109 offenders with miscellaneous items, such as identification cards, birth certificates, medications, etc.

### 3) Custody - \$1,524,966 (14% of total budget)

- Description: Local jail accommodations for Realignment inmates.
- Continuing Efforts: NCDF Jail Unit and Specialized Emergency Response Team (SERT) Training
- Overview of Changes from FY 12-13: Addition of 1.0 FTE Legal Processor to work in the jail unit due to population.
- New Programs: No new programs; however, the Sheriff may request contingency funding at a later date to cover a second jail unit, should the jail population continue to remain elevated after June 30, 2013.

## FY 2013-14 Public Safety Realignment Implementation Plan

### County of Sonoma - Community Corrections Partnership

#### Board Item Attachment A

---

#### 4) In-Custody Programming - \$1,373,911 (12% of total budget)

- Description: Includes all rehabilitative programming for jail inmates.
- Continuing Efforts: Jail Programs, Inmate Program Manager (Sergeant), Starting Point, In-custody Mental Health Services, "1370 Restoration Services", and Inmate Risk Assessments.
- Overview of Changes from FY 12-13: Health Services added 0.50 FTE LCSW/MFT, and 0.30 FTE Psychiatrist to augment the in-custody mental health services staff, and increased the budget for medications. Budget for Inmate Program Manager increased due to anticipated position re-classification to Sergeant.
- New Programs: None.

#### 5) Out-of-Custody Programming & Detention Alternatives - \$3,594,988 (32% of total budget)

- Description: All programs and services that support realigned offenders under community supervision, such as: mental health, substance use disorder treatment, evidence-based programming, employment training, and educational assistance. Also includes detention alternatives that allow the County to minimize use of traditional jail beds.
- Continuing Efforts: Day Reporting Center, SCOE GED Preparation and Testing, Transitional Housing, Community Mental Health Services, Domestic Violence Programming, Alcohol and Other Drug Substance Use Disorder Services, Substance Use Disorder Contracts, Employment and Eligibility Services, Human Services Contract Business Representative, and General Assistance subsidy.
- Overview of Changes from FY 12-13: Budget for the DRC has been increased by \$118,000 based on projected higher client population. Budget for Transitional Housing increased by \$99,000 to accommodate up to 20 individuals for 12 months. Probation's EMP contract costs have been reduced by \$25K based on revised projections.
- New Programs: None.

#### 6) Parole Revocation Hearings - \$469,538 (4% of total budget)

- Description: Additional staffing needed to handle the additional workload created by the upcoming realignment of the parole revocation hearings process, from the State Board of Parole Hearings to local courts, effective July 1, 2013.
- Continuing Efforts: None.
- Overview of Changes from FY 12-13: Not applicable; all new programs.
- New Programs: District Attorney Victim Witness Advocate, DA Parole Revocation Hearings Case Prosecution, Public Defender Parole Revocation Hearings Investigator, PD Parole Investigations Attorney.

#### 7) Pre-Trial Services - \$1,488,638 (13% of total budget)

- Description: Provides universal front-end screening for all persons booked into jail, supports jail management, reduces pre-trial failure, and facilitates efficient case processing.
- Continuing Efforts: Pre-Trial Services
- Overview of Changes from FY 12-13: Budget increase due to anticipated 12 months at full staffing vs. six months budgeted in the prior year. Consulting costs decreased due to anticipated transition from development and implementation phases to evaluation and maintenance phases.
- New Programs: None.

**8) Data Management - \$144,990 (1% of total budget)**

- Description: Programs and services that involve capturing, analyzing, and reporting data pertaining to AB 109 offenders.
- Continuing Efforts: Programming Support and Data Evaluation & Analysis Consultant
- Overview of Changes from FY 12-13: Business Intelligence Programmer combined with Programming Support and discontinued as separate program.
- New Programs: None.

**9) Other Programs - \$502,290 (4% of total budget)**

- Description: Variety of programs and services that either support the CCP's planning efforts or address needs of partner agencies, external to the County, that have been impacted by Realignment.
- Continuing Efforts: CCP Consulting support, local Law Enforcement Support, Legal Support, and DA Gang Taskforce Investigator.
- Overview of Changes from FY 12-13: Consultant budget reduced based on anticipated need for ad-hoc support only. Legal Support budget increased by \$35,000 based on projected increased need for legal services resulting from higher jail populations, transition of parole revocation hearings to local courts, and other potential policy developments. DA Taskforce Investigator funding has been increased to cover the full 1.0 FTE (from .50 FTE).
- New Programs: 1) Funding for 0.5 FTE SRPD Gang Taskforce Officer to participate in the North Bay Regional Gang Task Force and allow SRPD to meet the expected increase in investigative workload due to PRCS cases resulting from AB 109. 2) Funding for the Sonoma County Superior Court's contract psychologist to provide early assessments of criminal defendants to determine whether a Penal Code 1368 competency process should be ordered.

# FY 2013-14 Public Safety Realignment Implementation Plan

## County of Sonoma - Community Corrections Partnership

### Board Item Attachment A

## 7 FY 2013-14 REALIGNMENT PROGRAM DESCRIPTIONS & BUDGETS

This section presents overviews of the various program elements that comprise the CCP's recommended FY 2013-14 (Year 3) budget for Public Safety Realignment. The key programs for Year 3 are grouped into the following nine (9) major categories described in Section 6: Administration, Supervision, Custody, In-custody Programming, Out-of-Custody Programming and Detention Alternatives, Parole Revocation Hearings Support, Pre-trial Services, Data Management, and Other Programs. Refer to **Table 1** for a high-level overview of the CCP's recommended budget for Year 3 with sub-section references.

**Note: Supplemental Exhibits B and C to this report provide alternate views of the Year 3 budget summarized below. Exhibit D summarizes requested Full-time Equivalent (FTE) staffing positions by program. Exhibit E includes a side-by-side comparison of the CCP's FY 12-13 approved budget versus the recommended FY 13-14 budget, by department and program.**

**Table 1: Budget Summary by Major Program**

Section	Major Program Description	FTEs	Amount
7.1	Administration	1.00	\$137,163
7.2	Supervision	14.00	\$2,187,082
7.3	Custody	8.00	\$1,524,966
7.4	In-Custody Programming	6.65	\$1,373,911
7.5	Out-of-Custody Programming & Detention Alternatives	6.60	\$3,594,988
7.6	Parole Revocation Hearings Support	3.50	\$469,538
7.7	Pre-Trial Services	9.00	\$1,488,638
7.8	Data Management	0.00	\$144,990
7.9	Other Programs (Consulting, Legal Support, etc.)	1.00	\$502,290
	<b>Sub-Total Major Programs</b>	<b>49.75</b>	<b>\$ 11,423,566</b>
n/a	Contingency Reserve (Estimated)	0.00	\$ 1,863,685
	<b>Grand Total Year 3 Budget (including Contingency)</b>	<b>49.75</b>	<b>\$ 13,287,251</b>

# FY 2013-14 Public Safety Realignment Implementation Plan

## County of Sonoma - Community Corrections Partnership

### Board Item Attachment A

## 7.1 Administration

The Administration major program includes all programs and services that provide administrative, budgetary, and analytical support to the CCP for Realignment. **Table 2** summarizes the CCP's recommended budget for Administration:

**Table 2: Administration Budget**

Major Program	Department/ Agency	Program Name	Section	Continuing Efforts	New Programs	Grand Total
Administration	Probation	Department Analyst	7.1.1	\$137,163		\$137,163
<b>Administration Total</b>				<b>\$137,163</b>		<b>\$137,163</b>

### 7.1.1 Department Analyst

- 7.1.1.1 Program/Service Overview: The Department Analyst provides administrative support to the CCP as follows: prepares budget documents and coordinates the budget development; administers any necessary Requests for Proposal (RFP); administers contracts related to AB 109; composes Board Items; and generates statistical reports for internal and external stakeholders.
- 7.1.1.2 Year 2 Progress Report: The Department Analyst led the effort to create the Year 2 Year 3 Realignment Plans and associated board items. The Department Analyst also coordinated the effort amongst various departments to create the over-arching FY 2013-14 budget for Realignment. The Department Analyst helped coordinate the RFP solicitation for the Electronic Monitoring program, and drafted scopes of work and contracts for Electronic Monitoring, the Day Reporting Center, and consultants. The Department Analyst administered contracts to ensure compliance with terms, and executed amendments as required. The Department Analyst led the effort to generate and execute Memorandums of Understanding with partner agencies and departments, such as Human Services and the Sonoma County Office of Education. The Department Analyst created and distributed a new recurring monthly AB 109 data report for the CCP and stakeholders. The Department Analyst created and submitted external data reports to the Chief Probation Officers of California (CPOC) organization, and also responded to various ad-hoc surveys and requests for information.
- 7.1.1.3 Year 3 Plan: The Department Analyst will continue providing administrative support for the CCP. The Department Analyst will administer the forthcoming RFP solicitation for transitional housing, and will continue to monitor existing contracts and programs for compliance. The Department Analyst will perform the same duties as the prior year, which will include: composing board items; coordinating the FY 2014-15 budget development effort; and drafting the FY 2014-15 Realignment Plan. The Department Analyst will continue to generate recurring data reports for internal and external stakeholders.
- 7.1.1.4 Year 3 Budget: \$137,163 to fund 1.0 FTE Department Analyst for a period of 12 months.



## 7.2 Supervision

The Supervision major program includes all programs and services that involve monitoring out-of-custody Realignment offenders in the local community. **Table 3** summarizes the CCP’s recommended budget for the Supervision program category; the following sub-sections provide supporting information for the individual program components:

**Table 3: Supervision Budget**

Major Program	Department/ Agency	Program Name	Section	Continuing Efforts	New Programs	Grand Total
Supervision	Probation	AB109 Supervision Unit	7.2.1	\$1,967,596		\$1,967,596
		Offender Needs Fund	7.2.2		\$2,000	\$2,000
	<b>Probation Sub-Total</b>			<b>\$1,967,596</b>	<b>\$2,000</b>	<b>\$1,969,596</b>
	Sheriff	Detective	7.2.1	\$217,486		\$217,486
	<b>Sheriff Sub-Total</b>			<b>\$217,486</b>		<b>\$217,486</b>
<b>Supervision Total</b>				<b>\$2,185,082</b>	<b>\$2,000</b>	<b>\$2,187,082</b>

### 7.2.1 AB 109 Supervision Units

7.2.1.1 Program/Service Overview: Starting on October 1, 2011, the Probation Department assumed community supervision responsibilities for the two new Realignment populations, Post-Release Community Supervision (PRCS) and Mandatory Supervision (MS). Probation partnered with both the Sheriff’s Office and California Highway Patrol (CHP) to develop a collaborative, enhanced community supervision model that leverages resources and skills from the various agencies. The three agencies forged an alliance to deliver law enforcement supervision functions required to monitor the status of Post-Release Community Supervision and Mandatory Supervision offenders in the jurisdiction of Sonoma County. A Sheriff’s Detective and CHP Officer—both co-located at the Adult Probation office— have been assigned to provide dedicated support to the intensive supervision unit responsible for monitoring PRCS and Mandatory Supervision offender populations. AB 109 directly funds the Sheriff’s Detective and all Probation Officers in the intensive supervision unit. The CHP provides its Officer’s services to PRCS/MS supervision at no-cost to Sonoma County, as a way of enhancing inter-agency collaboration and coordination.

7.2.1.2 Year 2 Progress Report: The Probation Officer III positions were filled incrementally throughout the fiscal year in order to maintain a maximum 1:35 officer-to-offender ratio. As of March 31, 2013, 10.0 FTE Probation Officer III positions have been filled to manage a combined caseload of 238 PRCS and 61 Mandatory Supervision offenders. A second AB 109 unit was created due to the increased number of AB 109 officers, and a second Probation Officer IV supervisor position was also added in March 2013 to manage the additional unit. Probation’s AB 109 units also managed administrative cases for 42 offenders classified as either deported or under inter-state compacts, but still technically under Sonoma’s jurisdiction.

## FY 2013-14 Public Safety Realignment Implementation Plan

### County of Sonoma - Community Corrections Partnership

#### Board Item Attachment A

During the initial eighteen (18) months of Realignment, 379 PRCS were released to Sonoma County (average of 21 per month). The influx has exceeded the California Department of Correction and Rehabilitation’s (CDCR) original projection that 312 PRCS (17.3 per month) would be released to Sonoma County during the initial 18 months period by approximately 21%. In addition to releases from CDCR, 17 PRCS offenders have been transferred to Sonoma County from other counties, for a grand total intake of 396 PRCS offenders during the initial 18 months of Realignment. Of the 396 PRCS released to Sonoma County, 116 offenders are no longer under active community supervision for a variety of reasons. A total of 17 PRCS offenders were terminated unsuccessfully due to new offenses, while 34 were discharged successfully after one year (by order of law), due to having committed no violations or new offenses resulting in incarceration. A total of 8 individuals were terminated when they “timed out” upon expiration of their truncated PRCS term prior to the one-year mark. In addition to discharges and terminations, 34 offenders were transferred to other jurisdictions, and 12 individuals were transferred to State parole, after being released to Sonoma County as PRCS in error. **Table 4** summarizes the statuses of all PRCS offenders released to Sonoma County from October 2011 through March 2013:

**Table 4: PRCS Count by Status Type**

PRCS Category	Count	% of Total
<b>Active Status</b>	<b>280</b>	<b>71%</b>
- Active Supervision Caseload	238	
- Inter-state Compact (Administrative Caseload)	3	
- Deported or INS Hold (Administrative Caseload)	39	
<b>Inactive Status</b>	<b>116</b>	<b>29%</b>
- Discharged Successful (after 1 year)	43	
- Terminated Unsuccessful	17	
- Transferred Out of County	34	
- Transferred to State Parole	12	
- Timed Out Prior to 1 Year	8	
- Deceased	2	
<b>Total PRCS Intake</b>	<b>396</b>	<b>100%</b>

In addition to experiencing a larger than expected influx of PRCS, Probation records show that 65% of all PRCS released to Sonoma County have been classified as high- risk to reoffend. These high risk individuals require rigorous community supervision, and they have impacted the workload of the PRCS Supervision Unit as they are more likely to require sanctions. Under California Penal Code 3454, County supervising agencies have authority to impose a period of “flash incarceration” in county jail for up to 10 days, as a sanction for PRCS that violate terms of their supervision. From October 1, 2011 through March 30, 2013, Probation has recorded a total of 279 flash incarcerations for 129 unique individuals. Of this amount, 40% individuals have had one flash incarceration and 60% have had multiple flash incarcerations. A total of 81 offenders received a formal PRCS revocation and spent up to 180 days in jail as a sanction. As of March 30, 2013, records indicate that 97 of PRCS offenders in Sonoma County have been charged with a combined total of 147 new law violations over the prior 18 months. In order to effectively manage this difficult population,

the Probation Department conducted several joint off-hour field operations and PRCS compliance searches with the Sheriff and local law enforcement agencies.

As of March 30, 2013, a total of 284 individuals in Sonoma County have been sentenced pursuant to Penal Code 1170(h). In FY 2011-12, 63% of all individuals sentenced pursuant to P.C. 1170(h) received split sentences with both a jail term and mandatory supervision tail. A total of 61 individuals are currently being supervised in the community by the Probation Department under Mandatory Supervision; 67% of these individuals have been assessed as high-risk to reoffend.

7.2.1.3 Year 3 Plan: The AB 109 units will remain fully staffed in FY 2103-14 at 10.0 FTE Probation Officer III positions throughout the entire fiscal year. Based on Probation's latest AB 109 offender population projections, the department anticipates that this complement will be sufficient to maintain a 1:35 officer-to-offender caseload ratio throughout the fiscal year. An Extra Help Probation Officer III position may be hired on a temporary basis to maintain this caseload ratio, should the actual influx of AB 109 offenders exceed estimates. Both the CHP Officer and Sheriff Detective will continue to provide support to the AB 109 units. The AB 109 units will continue to participate in joint operations, such as PRCS sweeps, with local law enforcement agencies.

7.2.1.4 Year 3 Budget: Probation's budget of \$1,967,596 consists of 13.0 FTE positions for a full 12 months: 10.0 FTE Probation Officer III, 2.0 FTE Probation Officer IV (supervisor), and 1.0 FTE Legal Processor. The budget also includes 1.0 FTE Extra Help Probation Officer III position for 3 months. The Extra Help position will only be utilized if the AB 109 offender population exceeds the threshold of 350 individuals under active supervision. The budget also includes training, vehicle, communications, office supplies, and other related administrative expenses. The Sheriff's budget of \$217,486 includes 1.0 FTE Deputy Sheriff II Detective for 12 months, plus overtime, county car, and cell phone.

## 7.2.2 AB 109 Offender Needs Fund

7.2.2.1 Program/Service Overview: Petty cash fund that will be used to provide assistance for PRCS and Mandatory Supervision offenders with miscellaneous items, such as identification cards, birth certificates, medications, etc. There is an ongoing need for smaller amounts of money to pay for items, which are essential stabilizing factors for these offenders, and will help them put order in their lives.

7.2.2.2 Year 2 Progress Report: Not applicable; new program for FY 2013-14.

7.2.2.3 Year 3 Plan: The Offender Needs Fund will be administered by Probation as a petty cash fund, under direct control of the both the Adult Division Director and Accounting.

7.2.2.4 Year 3 Budget: \$2,000 petty cash fund.

### 7.3 Custody

The Custody major program includes all programs and services that involve housing Realignment inmates in the local jail. **Table 5** summarizes the CCP’s recommended budget for the Custody program category; the following sub-sections provide supporting information for the individual program components:

**Table 5: Custody Budget**

Major Program	Department/ Agency	Program Name	Section	Continuing Efforts	New Programs	Grand Total
Custody	Sheriff	Jail Unit	7.3.1	\$1,480,281		\$1,480,281
		Specialized Emergency Response Team (SERT) Training	7.3.2	\$44,685		\$44,685
	<b>Sheriff Sub-Total</b>			<b>\$1,524,966</b>		<b>\$1,524,966</b>
<b>Custody Total</b>				<b>\$1,524,966</b>		<b>\$1,524,966</b>

#### 7.3.1 Jail Unit

7.3.1.1 Program/Service Overview: The Sheriff’s Office re-opened one (1) additional jail unit at the North County Detention Facility (NCDF) in March 2012 to accommodate the influx of Realignment population inmates. As a result of further population increases in FY 2012-13, another vacant housing unit at NCDF had to be re-opened in March 2013. Prior to Realignment, these inmates would have served their sentence in a State prison. In addition to this population, State Parolees are now serving their parole revocation periods (up to 180 days) in the County Detention Facilities. Prior to realignment, inmates in local custody on Parole violations were sent to State Prison within a week to serve any revocation sentence.

Year 2 Progress Report: Throughout Year 2, the in-custody realignment population has continued to grow. As of April 8, 2013, there were 164 inmates serving their sentence in the Sonoma County Detention facilities under Penal Code Section 1170(h), which represents a nearly 60% increase from May 2012. In addition, there were 48 inmates in custody serving a sentence for a Parole Violation or PRCS violation. These inmates account for approximately 19% of the current population of the Sonoma County Detention facilities. Prior to realignment, these inmates would have served their sentence in a State prison. As a result of the increased population, another vacant housing unit at the North County Detention Facility had to be re-opened in March 2013.

7.3.1.2 Year 3 Plan: Based upon the current and projected future need for bed space, the CCP recommends continued funding for the NCDF jail unit. The Sheriff will require the following FTEs to operate the jail unit for the next year: 4.0 FTE Correctional Deputies, 2.0 FTE Legal Processors, and 1.0 FTE Detention Assistant, and 1.0 FTE Cook. The additional 1.0 FTE Legal Processor II represents an increase over the staffing allocation and budget previously approved for FY 2012-13. In addition, a request for contingency reserve funding for the continued operation of a second unit may be made, due to the current population levels. The Sheriff will require the following FTEs to operate this second unit while open: 4.0 FTE

Correctional Deputies. The Sheriff will determine its FY 13-14 staffing plan for the second jail unit (i.e., use of extra help or permanent FTEs) at a later date based on whether the elevated jail population is temporary spike or sustained over a long period.

- 7.3.1.3 Year 3 Budget: \$1,480,281 will be needed to operate the jail unit; the Sheriff will require the 8.0 FTEs listed above, overtime, meals, inmate clothing, and household supplies. An additional contingency funding of \$554,032 would be needed to operate a second jail unit; however, this amount has not yet been approved by the CCP as of May 2013.

### 7.3.2 Specialized Emergency Response Team (SERT) Training

- 7.3.2.1 Program/Service Overview: The Sonoma County Sheriff's Office Detention Division's Specialized Emergency Response Team (SERT) is responsible for high risk emergency response within the jail facilities, which includes incidents involving armed inmates, cell extractions, major inmate disturbances, high security searches, escapes in progress, riots and hostage incidents. The team is specifically trained in current emergency response techniques and tactics, to include use of specialized equipment, in order to resolve jail emergencies and to maintain the safety and security of the facility, staff, inmates and the public. The SERT team trains monthly to keep updated on these tactics.
- 7.3.2.2 Year 2 Progress Report: Inmates sentenced under 1170(h) currently consist of 20% of the Detention Division's inmate population. Before AB 109, these inmates would have been sentenced to State Prison. This group of inmates is more sophisticated and more prone to violence. There has been a significant increase in violence resulting in an increase in the number of occasions the Specialized Emergency Response Team (SERT) has been utilized. In these situations, SERT has been tasked with handling some of the most dangerous and unpredictable inmates. During the last twelve months, SERT was called out a total of 21 times, and has been involved in 9 forced cell removals and 12 high security searches.
- 7.3.2.3 Year 3 Plan: It is anticipated that, as the population of 1170(h) inmates expands, so will the frequency in which SERT will be utilized. The CCP recommends allocating funds to train two (2) new Specialized Emergency Response Team members. With the challenges resulting from an increased "prison sophistication" level within the jail facilities as a consequence of Realignment, adding additional SERT members will help increase the safety and security of the jail facilities housing these inmates, staff working there, other inmates and the public.
- 7.3.2.4 Year 3 Budget: The SERT budget of \$44,685 covers training, equipment, and premium pay for two (2) new members.

## 7.4 In-Custody Programming

The In-Custody Programming major program includes all programs and services that involve rehabilitative programming for jail inmates. **Table 6** summarizes the CCP’s recommended budget for this major program category; the following sub-sections provide supporting information for the individual program components:

**Table 6: In-Custody Programming Budget**

Major Program	Department/ Agency	Program Name	Section	Continuing Efforts	New Programs	Grand Total
In-Custody Programming	Sheriff	Inmate Program Manager (Correctional Sergeant)	7.4.1	\$172,294		\$172,294
		Jail Programs	7.4.2	\$138,412		\$138,412
	<b>Sheriff Sub-Total</b>			<b>\$310,706</b>		<b>\$310,706</b>
	Health Services	Starting Point SUD Services	7.4.3	\$151,500		\$151,500
		In-Custody Mental Health Services	7.4.4	\$352,948		\$352,948
		"1370" Restoration Services	7.4.5	\$412,025		\$412,025
	<b>Health Services Sub-Total</b>			<b>\$916,473</b>		<b>\$916,473</b>
	Probation	Inmate Risk Assessments	7.4.6	\$146,732		\$146,732
	<b>Probation Sub-Total</b>			<b>\$146,732</b>		<b>\$146,732</b>
<b>In-Custody Programming Total</b>				<b>\$1,373,911</b>		<b>\$1,373,911</b>

### 7.4.1 Inmate Program Manager (Correctional Sergeant)

7.4.1.1 Program/Service Overview: The Inmate Programs and Services Manager is tasked with providing educational opportunities, rehabilitative programming, job skills training and the delivery of faith-based support to thousands of inmates on an annual basis. This is accomplished by collaborating with local non-profits and faith-based organizations to achieve maximum volunteer instruction and support, supplemented by contractual agreements with many of the same organizations to achieve increased access and dosage.

7.4.1.2 Year 2 Progress Report: The Inmate Programs and Services Manager worked closely with the Probation Department, the Jail Classification Unit, vendors, volunteer program providers and faith based organizations to coordinate “targeted” programming for those inmates who have been identified, through Probation risk assessment tools, as high to moderate risk to reoffend. In Year 2, the Inmate Programs and Services Manager implemented several additional programs at both jail facilities, which included job skills, life skills, conflict resolution, women’s circle and cognitive behavior skills therapy.

7.4.1.3 Year 3 Plan: The Inmate Program and Services Manager administers and supervises the development and implementation of all in-custody programming funded by the CCP. During the course of FY12/13, the individual assigned as the Inmate Program and Services Manager accepted a position at another Department within the County. The Sheriff’s Office took this opportunity to evaluate the position to determine the job class most appropriate to fill this vacancy. As a result of this evaluation, a restructure of Inmate Programs and Services was recommended with the Inmate Programs and Services Manager being changed to a

Correctional Sergeant's classification. The changes will provide assistance to current Programs staffing and will create more efficient communication and implementation of in-custody programming between Custody Operations and Inmate Programs.

- 7.4.1.4 Year 3 Budget: The CCP's recommended FY 2013-14 budget includes funding for 1.0 FTE Inmate Programs and Services Manager (re-classified as a Correctional Sergeant), at a cost of \$172,294 over twelve (12) months.

## 7.4.2 Jail Programs

- 7.4.2.1 Program/Service Overview: The Sheriff is committed to the development and delivery of programs and services for inmates to reduce recidivism. The programs offered to inmates in custody achieve the following goals: address the root causes of criminal behavior; provide inmates who are released from custody with some of the skills and knowledge needed to enable them to function as contributing members of society; decrease the high level of stress, tension, and violence which can occur within correctional facilities; and establishing reentry links to enable inmates, who are released from custody, continued programming access in the Day Reporting Center and with non-profit programs in the community.
- 7.4.2.2 Year 2 Progress Report: Year 2 funded programming consists of evidence-based practices that have been implemented through a variety of contracts with community based organizations during this past year, which included job skills, life skills, conflict resolution, women's circle and cognitive behavior skills therapy.
- 7.4.2.3 Year 3 Plan: The Sheriff will continue offering the same array of programs and services to inmates in the jail, unchanged from Year 2. The Inmate Program and Services Sergeant will administer and supervise the development and implementation of these newly funded education services.
- 7.4.2.4 Year 3 Budget: The \$138,412 recommended budget will continue to fund contracts for the above mentioned programs.

## 7.4.3 Starting Point Substance Use Disorder (SUD) Services

- 7.4.3.1 Program/Service Overview: Starting Point provides a means for offenders serving time and/or while waiting for a residential bed in the community to initiate drug and alcohol treatment. Evidence-based practices and other cognitive behavioral techniques are key components of the curriculum. The program provides a continuum of services ranging from education to treatment. The Starting Point program provides Substance Use Disorder (SUD) services in the jail by Behavioral Health (BH) counselors to substance abusing inmates over the course of their incarceration and prior to their release, typically to Community Based Organization network of care SUD providers. The Starting Point counselors work in collaboration with law enforcement personnel.

- 7.4.3.2 Year 2 Progress Report: In the current fiscal year, Starting Point has served 334 clients. The Starting Point Program provides about 3 hours of group per day, 5 days per week. A licensed mental health clinician has been assigned to the Starting Point Program so that cognitive behavioral therapy (CBT) could be added to the program. While the position has not been staffed for the entire year, the Starting Point staff has incorporated CBT interventions so that all the Starting Point clients have received some form of CBT.
- 7.4.3.3 Year 3 Plan: No changes from the prior year. The Starting Point program will continue to identify and deliver targeted interventions to high to moderate risk-to-reoffend inmates, and it will continue providing augmented SUD treatment in the jail. The program will continue to deliver the cognitive behavioral therapy program, and will continue to work closely with the Jail Classification Unit to maximize the number of inmates receiving alcohol and drug treatment.
- 7.4.3.4 Year 3 Budget: \$151,500 over 12 months. The recommended budget provides continued funding for 1.0 FTE Drug and Alcohol Counselor to supplement Starting Point services, train staff, and to purchase relevant curricular materials and supplies.

#### **7.4.4 In-Custody Mental Health Services**

- 7.4.4.1 Program/Service Overview: Health Services provides in-custody mental health staff and services for realigned inmates in the jail.
- 7.4.4.2 Year 2 Progress Report: The in-custody expansion of services has allowed the Mental Health staff to assess all the 1170(h) inmates who appear to need Mental Health services. All assessed 1170(h) inmates have subsequently been referred for medication evaluations. The assessed inmates that were found to have alcohol and other drug services/mental health needs were subsequently referred to follow-up services. Upon release from custody, the 1170(h) inmates that required follow-up services were referred to the embedded Probation team or appropriate treatment provider. Of the assessed inmates, two individuals were determined to need acute Mental Health care and were referred to the state hospital from MADF.
- 7.4.4.3 Year 3 Plan: For FY 2013-14, Health Services proposes adding a Psychiatric Nurse Practitioner to the existing in-custody Mental Health team to enhance medication support, and assessment services to the in-custody PRCS and 1170(h) inmates. The additional funding will also cover increased medication costs associated with this population. In custody Mental Health staff will coordinate disposition and out-of-custody treatment planning with the LCSW and AOD specialist embedded out-of-custody in the Probation Department, with the officers assigned to supervision of this group. An Eligibility Worker (EW) will be added to the team to assist 1170(h) inmates in acquiring funding once they leave custody, either locally from MADF or from state prison. The EW works in both the in-custody and out-of-custody settings. This same EW has linked with the Human Services funded position to assist probationers to acquire General Assistance, food stamps, identification cards, or health insurance upon leaving custody.



In the future, the implementation of the Affordable Care Act, and California's Insurance Exchange, will expand health coverage to many of these individuals. The assigned Eligibility Workers will assist clients in getting coverage as it becomes available.

- 7.4.4.4 Year 3 Budget: A budget of \$352,948 will fund medications, services, supplies, and the following staff to serve inmates: 0.50 FTE LCSW/MFT, 0.30 FTE Psychiatrist (increased from .15 FTE in Year 2), and 1.00 FTE Eligibility Worker (increased from .50 FTE in Year 2), for a total of 1.80 FTE positions.

#### 7.4.5 "1370" Restoration Services

- 7.4.5.1 Program/Service Overview: California Penal Code Section 1370 states that, if a defendant is found mentally incompetent, the trial or judgment shall be suspended until the person becomes mentally competent. If the defendant is found mentally competent, the criminal process shall resume, the trial on the offense charged shall proceed, and judgment may be pronounced. There has been a growth in the number of inmates charged with misdemeanors and classified as incompetent to stand trial under P.C. 1370. The additional staff supported by these funds will provide evidence-based interventions designed to restore these individuals to competency so that they can participate in the legal process and have their cases adjudicated, thus reducing time spent in-custody. The individuals who are not restored typically have their charges dropped with a resulting referral into services.
- 7.4.5.2 Year 2 Progress Report: This program is currently staffed with a full-time Marriage Family Therapist (MFT) who works intensively with the "1370" incompetent to stand trial (IST) misdemeanants in MADF to restore them to competency. This program is fully supported by the existing jail mental health program, which supports the in-custody restoration program with medication support and augmented mental health services. The MFT in this position works closely with jail mental health staff to ensure medication evaluations are offered for inmates. Mental Health staff in this program also report back to the court on the status of the restoration process as required by law. The .50 FTE Licensed Clinical Social Worker budgeted for FY 12-13 (to serve as a court liaison) should be filled by mid-June 2013. It is expected that there will be an overall decrease in jail days for the IST misdemeanor population. The in-custody IST team is working with the Sheriff's Department, the Courts, County Counsel, and the Public Defender's office to streamline procedures that have the potential for eliminating delays in the process of resolving the 1370 status. The in-custody IST team is intensively case managing and engaging this high risk population in treatment services while in-custody, and referring them to the appropriate level of out-of-custody mental health service when the case is resolved.
- 7.4.5.3 Year 3 Plan: Maintain existing staffing levels from Year 2: 1.50 FTE LCSW/MFT, 0.10 FTE Psychiatric Registered Nurse, and 0.25 Psychiatrist.
- 7.4.5.4 Year 3 Budget: A budget of \$412,025 will fund the positions cited in Section 7.4.5.3 for (12) months.

#### 7.4.6 Inmate Risk Assessments

- 7.4.6.1 Program/Service Overview: The CCP recommends funding a Probation Officer III (1.0 FTE) to conduct risk assessments of jail inmates, using a validated risk assessment tool. The tool identifies criminogenic needs and assesses the level of risk to reoffend in the areas of drugs, property, and violence. In conjunction with a comprehensive interview, the risk assessment identifies criminogenic risk factors to help guide programming, both in the jail and upon release to community supervision.
- 7.4.6.2 Year 2 Progress Report: The Probation Officer III position assigned to complete risk/need assessments on jail inmates sentenced under PC 1170(h), and felony probationers sentenced without a presentence report, was assigned to Probation's Investigations Unit. The augmented staffing has allowed the Investigations Unit to spread the responsibility for these assessments over a broader group of staff to provide greater capacity and flexibility in completing the assessments. Starting in September 2012, Probation staff began assessing the backlog of sentenced inmates in jail. The backlog of cases has been completed as of May 2013. Assessments on new offenders are occurring prospectively, typically in conjunction with a presentence investigation.
- 7.4.6.3 Year 3 Plan: Maintain the same staffing and operational profile from Year 2.
- 7.4.6.4 Year 3 Budget: \$146,732 to fund 1.0 FTE Probation Officer III for a period of 12 months.

## 7.5 Out-of-Custody Programming and Detention Alternatives

The Out-of-Custody Programming and Detention Alternatives major program includes all programs and services that support realigned offenders under community supervision, such as: substance use disorder treatment, evidence-based programming, employment training, and educational assistance. This category also includes all detention alternatives that allow the County to minimize use of traditional jail beds. These programs promote evidence-based programming and upstream investments. **Table 7** summarizes the CCP’s recommended budget for this major program; the following sub-sections provide supporting information for the individual program components:

**Table 7: Out-of-Custody Programming & Detention Alternatives Budget**

Major Program	Department/ Agency	Program Name	Section	Continuing Efforts	New Programs	Grand Total	
Out-of-Custody Programming & Det Alternatives	Probation	Day Reporting Center (Contract)	7.5.1	\$1,653,000		\$1,653,000	
		SCOE GED Preparation and Testing Services	7.5.2	\$43,000		\$43,000	
		Transitional Housing	7.5.3	\$144,000		\$144,000	
		Domestic Violence 52-Week Course Programming	7.5.4	\$27,120		\$27,120	
		Supervised Adult Crew (SAC)	7.5.5	\$200,000		\$200,000	
		Electronic Monitoring (Contract)	7.5.6	\$100,320		\$100,320	
		<b>Probation Sub-Total</b>			<b>\$2,167,440</b>		<b>\$2,167,440</b>
		Sheriff	Electronic Monitoring	7.5.6	\$398,865		\$398,865
		<b>Sheriff Sub-Total</b>			<b>\$398,865</b>		<b>\$398,865</b>
		Health Services	Community Mental Health Services	7.5.7	\$216,620		\$216,620
			AODS SUD Services	7.5.8	\$151,998		\$151,998
			SUD Contract Services & Methodone	7.5.9	\$315,000		\$315,000
		<b>Health Services Sub-Total</b>			<b>\$683,618</b>		<b>\$683,618</b>
		Human Services	Employment and Eligibility Services	7.5.10	\$225,065		\$225,065
			Business Rep (Contract)	7.5.11	\$50,000		\$50,000
			General Assistance (GA)	7.5.12	\$70,000		\$70,000
		<b>Human Services Sub-Total</b>			<b>\$345,065</b>		<b>\$345,065</b>
	<b>Out-of-Custody Programming &amp; Det Alternatives Total</b>				<b>\$3,594,988</b>		<b>\$3,594,988</b>

### 7.5.1 Day Reporting Center

7.5.1.1 Program/Service Overview: The DRC provides a detention alternative to traditional incarceration for adult offenders who meet the criteria for the program. The DRC serves as the central point of evidence-based programming and structure for the PRCS, Mandatory Supervision, and Felony Probationers in the community. The DRC provides a variety of services, such as substance abuse treatment, a cognitive behavioral intervention program, life skills, and vocational skills. The DRC program is administered by the Probation Department. Sonoma County contracts with Behavioral Interventions, Inc. (BI) to operate the DRC, which opened in January 2012.

7.5.1.2 Year 2 Progress Report: The DRC currently provides programming and services to approximately 150 offenders per day. On average, approximately 60% of clients reporting

to the DRC are either PRCS or Mandatory Supervision offenders, while the remaining 40% of clients are felony probationers. On average, 90% of offenders have been male and 10% female. From January 2012 through March 2013, a total of 395 individuals have been referred to, and accepted by, the DRC. As of March 31, 2013, 19 individuals have successfully completed the three-phase program and moved into BI's aftercare program. The full three-phase program can take approximately one year to complete, although the exact length of time varies depending on each individuals' progress. Of the total 395 person intake, 236 individuals, or 60%, did not complete the full three-phase program for a variety of reasons. Some individuals were discharged early because their probation term ended prior to program completion, while others were transferred, returned to jail, absconded, or were terminated unsuccessfully. Data shows that, of the discharged offenders, 36% were agency-ordered terminations (probation violations), 31% absconded, and 17% were returned to jail. The remaining individuals were either transferred, deceased, or unsuccessful terminations. From an administrative standpoint, in November 2012, Probation exercised the first option year of its contract with BI, Inc. to extend the term out through November 2013.

- 7.5.1.3 Year 3 Plan: Establishment and continued operation of the DRC is consistent with the guiding principles of the Sonoma County Criminal Justice Master Plan, which recommended that the County develop a DRC as a non-residential correctional option. Based upon the Probation Department's latest DRC population forecast, the CCP recommends expanding the DRC capacity from 150 to 175 daily clients effective July 2013, and further expanding the DRC capacity in January 2014 to accommodate 200 offenders per day. Probation anticipates exercising the second option year of the BI contract in November to extend the term through November 2014.
- 7.5.1.4 Year 3 Budget: The FY 2013-14 DRC budget of \$1,653,000 assumes six (6) months at the \$130,500 price tier for 151-175 clients, and six (6) months at the \$145,000 price tier for 176-200 clients.

## 7.5.2 SCOE GED Preparation and Testing Services

- 7.5.2.1 Program/Service Overview: The Sonoma County Office of Education (SCOE) will provide tutoring, preparation, and testing for the General Equivalency Diploma (GED) at the Day Reporting Center. Each GED training session consists of five (5) hours of instruction per week for nine (9) weeks.
- 7.5.2.2 Year 2 Progress Report: Several planning sessions were held to develop a referral process and linkages between the Day Reporting Center and Sonoma County Adult Education Services. Probation and SCOE executed a Memorandum of Understanding to govern the program's roles and responsibilities and claims for reimbursement in April 2013. The first GED preparation course at the GED is scheduled to start in May 2013, and is anticipated to have 7-10 individuals enrolled.
- 7.5.2.3 Year 3 Plan: SCOE's Educational Coordinator will continue to conduct GED Preparation and Testing Courses at the DRC on a recurring basis throughout FY 2013-14.

- 7.5.2.4 Year 3 Budget: \$43,000 over twelve (12) months. Recommended budget includes \$12,500 for a part-time coordinator to assist with connecting individuals with training and testing sites, and \$3,500 for instructional materials and supplies. The budget includes GED preparation training sessions for seventy (70) individuals at a rate of \$300 per person, per session, and GED testing for forty (40) individuals at a rate of \$150 per person, per test.

### **7.5.3 Transitional Housing**

- 7.5.3.1 Program/Service Overview: Temporary transitional housing for homeless PRCS offenders. The program approach will be to rent daily or monthly bed space from an existing network of local Community Based Organizations (CBOs), Sober Living Environments (SLEs), and motels.
- 7.5.3.2 Year 2 Progress Report: Several offenders were housed in local motels. As of May 2013, the Probation Department is in the process of executing contracts with a few select local SLEs that have been vetted based on pre-established criteria.
- 7.5.3.3 Year 3 Plan: In FY 2013-14, Probation will issue a Request for Qualifications to local SLEs, with the ultimate goal of executing additional contracts with qualified bidders, and increasing the total capacity of beds to accommodate homeless realigned offenders in the community.
- 7.5.3.4 Year 3 Budget: Based upon the number of transient PRCS offenders identified by Probation, the CCP has budgeted \$144,000 to pay for 12 months of bed space for up to 20 homeless individuals.

### **7.5.4 Domestic Violence 52-Week Course**

- 7.5.4.1 Program/Service Overview: The Probation Department will contract with the current certified providers of the 52-week mandated Domestic Violence programs to allow indigent offenders who pose a current safety risk to start counseling services. Offenders will be required to make a small co-payment, and funding will cover the first four (4) months of the program.
- 7.5.4.2 Year 2 Progress Report: No contracts were awarded in Year 2 and no funds have been expended.
- 7.5.4.3 Year 3 Plan: Probation will evaluate the current population of offenders to determine who might benefit from this sponsorship. As part of implementing this program, Probation will explore contracting options and may issue a Request for Proposals or Request for Qualifications as needed.
- 7.5.4.4 Year 3 Budget: \$27,120 over twelve (12) months. The recommended budget assumes forty-eight (48) individuals will receive scholarship assistance at a cost of \$565 per person.

### 7.5.5 Supervised Adult Crew (SAC)

- 7.5.5.1 Program/Service Overview: The Supervised Adult Crew (SAC) program allows Probation Work Release offenders to work off their 90-days or less jail sentences by working on SAC's crews in lieu of jail, completing community construction projects. Each day on a SAC crew counts as one day of jail time served. Offenders are screened by Probation Work Release staff, and scheduled to work on SAC crews during their days off from employment. In addition to work release offenders, SAC crews are comprised of: 1) select, low-risk Sheriff's Department in-custody offenders who have been prescreened for public safety concerns; and 2) adult probationers as a non-custody sanction for poor compliance with terms and conditions of probation.
- 7.5.5.2 Year 2 Progress Report: SAC saves the County up to \$400,000 annually by completing government and non-profit projects that benefit the community and are only affordable with the utilization of offender labor. For example, the SAC program completed six Electric Vehicle Charging Stations in Sonoma County in FY 2012-13.
- 7.5.5.3 Year 3 Plan: Maintain the \$200,000 funding subsidy from Year 2. Project revenues account for approximately 80% of SAC funding. The remaining 20% is proposed as 10% from Realignment funding (\$200,000) and 10% County General fund (\$200,000).
- 7.5.5.4 Year 3 Budget: \$200,000, which equates to approximately 10% of the total annual SAC budget.

### 7.5.6 Electronic Monitoring Program

- 7.5.6.1 Program/Service Overview: Due to California's Public Safety Realignment Act (AB 109), there are new offender populations generating additional pressure on jail capacity throughout the State. Electronic Monitoring is a critical tool used by law enforcement to increase public safety when releasing certain inmates early, and it provides a cost-effective detention alternative for Sonoma County to manage its jail population. The Electronic Monitoring Program is jointly administered by the Sonoma County Sheriff (lead) and Probation Department. It contains both offender-funded and County-funded program components. Both program components involve electronic monitoring of offenders on Radio Frequency, alcohol monitoring, and Global Positioning System (GPS) devices. The Sheriff's offender-funded program serves low-risk offenders and is run by the vendor at no cost to Sonoma County. AB 109 Realignment funds cover Probation's county-funded populations, including individuals classified as PRCS, Mandatory Supervision, County Parole, Work Furlough, or Supervised Own Recognizance (SOR).
- 7.5.6.2 Year 2 Progress Report: The Probation Department issued a Request for Proposal (RFP) in February 2012 for the Electronic Monitoring program. After evaluating numerous vendor proposals, the County awarded the EMP contract to Sentinel Offender Services (formerly G4S Justice Services, LLC) in April 2012, and continued monitoring their out-of-county inmates with Leaders in Community Alternatives (LCA). The EMP was formally launched in mid-May 2012. From October 2011 through March 2013, the Sheriff's Office enrolled 370

individuals in their Electronic Monitoring Program. Of this total intake, 41 were still active, 248 completed successfully, and 37 were terminated unsuccessfully as of March 31, 2013. From May 2012 through March 2013, the Probation Department enrolled 133 individuals in the Electronic Monitoring Program administered by Sentinel under contract. Of this total intake, 29 were still active, 73 completed successfully, and 31 were terminated unsuccessfully as of March 31, 2013. Based on these statistics, the Sheriff's EMP program has achieved a successful completion rate of 89%, while Probation's program has a 70% successful completion rate.

- 7.5.6.3 Year 3 Plan: In April 2013, both the Sheriff's Office and Probation amended the County's joint contract with Sentinel Offender Services to extend the term through April 2014. The Correctional Sergeant and Correctional Deputy assigned to the Sheriff's Electronic Monitoring Program (EMP) will continue to perform the following functions: reviewing jail population for EMP candidates; reviewing all out-of-custody defendants sentenced with stay dates for eligibility, and contacting them regarding EMP; processing applications for the program; identifying program requirements for each participant, to include, type of equipment, restrictions, schedules, and referrals to community-based rehabilitative programming; reviewing and responding to program violations; and serving as liaison with Sentinel Offender Services, LCA, Probation, and the Courts in regards to EMP.
- 7.5.6.4 Year 3 Budget: A combined budget of \$499,185 will be needed to fund both Probation and Sheriff Electronic Monitoring Program components for FY 2013-14. The Sheriff's budget of \$398,865 covers personnel assigned to administer the EM Program—1.0 FTE Correctional Sergeant and 1.0 FTE Correctional Deputy—plus overtime, cell phones, equipment, and supplies. Probation's budget of \$100,320 covers reimbursements to Sentinel Offender Services for the County-funded portion of the Electronic Monitoring Program. Probation's estimated budget assumes a daily rate of \$5.50 per client, per day, and a projected average daily population of 50 clients.

## 7.5.7 Community Mental Health Services

- 7.5.7.1 Program/Service Overview: The Department of Health Services assigned the following staff to this program: 1.00 FTE Licensed Clinical Social Worker or Marriage Family Therapist (LCSW/MFT), 0.50 FTE Eligibility Worker and 0.10 FTE Psychiatrist. The LCSW/MFT located in the Probation Department offices conducts mental health assessments for individuals referred by Probation staff, refers individuals to appropriate services. The Eligibility Worker assesses individuals who need mental health services to determine their eligibility for benefits (e.g., Medi Cal, CMSP, social security insurance (SSI), CalFresh and related programs). The psychiatrist assesses each individual's need for medications and develops an initial medication service plan.
- 7.5.7.2 Year 2 Progress Report: The LCSW and Eligibility Worker are currently working out of the Probation Department offices. The team has assisted 61 individuals with establishing medical treatment homes, housing, benefits, as well as mental health and SUD services, and monitors compliance with treatment recommendations. At this time, there are 61 active clients (26 PRCS and 35 MS). Of these clients, 27 were referred to other agencies to pursue

general assistance, food stamps, health insurance through CMSP, and to Social Security for SSI benefits. The Eligibility Worker now in place is assisting clients to go through the process and apply for benefits. The staff referred 40 individuals to community health clinics for primary health care services, including access to mental health services (medication support, group and individual therapy). A total of 29 clients have been referred to other supportive services such as payee services, self-help/consumer operated support services, and benefits advocacy.

Staff has also referred 10 clients to other Behavioral Health Division programs or services. One of these clients was stabilized and transferred to the Veteran's Administration for ongoing care, while another three were stabilized and transferred to community health clinics. Two were placed in long term institutional care. Another client is in temporary housing at the Opportunity House program, while two have been referred to the State Hospital System.

The services provided by Behavioral Health staff embedded at Probation Adult Division Office helps create system efficiencies and enhance offender access to needed services. This collaborative approach has helped improve communication and workflow between all three Departments. The inter-departmental partnership continues to evolve and expand as the embedded Health Services staffers branch out to support other felony Probationer supervision units, in addition to continuing to support the core AB109 unit.

7.5.7.3 Year 3 Plan: The Behavioral Health staff will be maintained at the Year 2 level. The staff will continue to provide assessment, treatment, case management, and linkage and referrals for high risk AB 109 offenders.

7.5.7.4 Year 3 Budget: \$216,620 to fund the 1.60 FTEs cited in Section 7.5.7.1.

## **7.5.8 Alcohol and Other Drug Services (AODS) Substance Use Disorder Treatment**

7.5.8.1 Program/Service Overview: The Department of Health Services assigned an AODS Specialist to work at the Probation Office to assist with the assessment, referral, and case management of substance-abusing realigned offenders.

7.5.8.2 Year 2 Progress Report: The position has been filled, and a total of 109 clients have been screened. Of these, 68 or 62% were identified as needing substance use disorder services. These clients were assigned to a case manager who further assessed their needs and facilitated admission to the right level of care. The case manager has successfully placed 57 clients into either residential or outpatient services.

7.5.8.3 Year 3 Plan: The AODS position will be maintained throughout FY 2013-14, and may branch out to support Probation's felony probationer supervision units, in addition to continuing to support the core AB 109 supervision units.

7.5.8.4 Year 3 Budget: \$151,998 to fund 1.0 FTE AODS Specialist for a period of 12 months.



### 7.5.9 Substance Use Disorder Contract Services

- 7.5.9.1 Program/Service Overview: The Department of Health Services contracts with local providers for residential, outpatient, and NTP (Narcotic Treatment Program - Methadone) services for substance abusing AB 109 offenders. The program approach is to assess and refer offenders to an existing network of Substance Use Disorder (SUD) providers. Clients are referred to the appropriate service component based upon clinical assessment.
- 7.5.9.2 Year 2 Progress Report: The contracted services have been fully available to serve the population since the beginning of the fiscal year. As of April 15, 2013, there have been 65 clients admitted to programs with 51 receiving residential treatment and 14 receiving outpatient services. The funding has provided access to a continuum of care for the AB 109 offenders that includes residential and outpatient services. In some cases, clients have taken advantage of both levels of care over an extended period of time, better preparing them to transition back into the community. Contracts are in place to provide methadone for Oxycontin detoxification services; however, as of April 2013, no clients have been identified for referral.
- 7.5.9.3 Year 3 Plan: Maintain the same funding and level of services from Year 2. The program will continue to have a tiered service structure, divided equally between outpatient services and residential services. The budget estimate assumes that 70 unique individuals will be served and that they will complete the full recommended amount of treatment in accordance with their respective assessments and treatment plans.
- 7.5.9.4 Year 3 Budget: \$315,000 over 12 months (\$300,000 for Residential/Outpatient; \$15,000 for Methadone).

### 7.5.10 Employment and Eligibility Services

- 7.5.10.1 Program/Service Overview: The Human Services Department staffs an Employment & Training Coordinator to provide a single point of contact at Job Link to work with the AB 109 offenders. The Employment & Training Coordinator works in collaboration with Probation, the Department of Health Services, residential and out-patient services, the Day Reporting Center, and other partner agencies. The Coordinator provides vocational plans for clients and coordinates training (paid for by Job Link), as appropriate. An Eligibility Worker II assigned to the program coordinates economic assistance by receiving eligibility applications from the Department of Health Services to ensure faster processing. The Eligibility Worker takes additional applications and determines eligibility for Medi-Cal, CMSP, CalFresh, General Assistance (GA), and subsequently makes appropriate referrals.
- 7.5.10.2 Year 2 Progress Report: In October 2012, Human Services hired two staff within the Department: one Employment & Training Coordinator to work with offenders who need employment and training services; and one Eligibility Worker to expedite the application process for offenders who apply for public assistance benefits. The Employment & Training Coordinator initiated a pilot with offenders to provide subsidized employment opportunities to encourage employers to hire this population. For example, one individual is working for a

lighting company in warehouse and production; the individual is making \$14 per hour and working through his 6-month training period. The employer receives a reimbursement of 50% of the wages paid during the training period. In addition to the pilot, the Employment & Training Coordinator has been conducting 4-5 outreach events per month, including meeting with local residential treatment facilities and Sober Living Environment residences. As of May 2013, 17 offenders have started jobs in the following areas: warehouse, production, construction, retail, coffee shop, painting, etc. One success story involves an individual who returned to his former union, doing taping and painting for the new casino construction project, and making \$40 per hour. This person has not worked outside the system in over 10 years. The individual is staying at the Mary Isaac center and saving money for a first and last month deposit to get into regular housing. Human Services staff will continue to support this individual's goals of retaining employment and obtaining regular housing.

7.5.10.3 Year 3 Plan: Maintain the same level of staffing from Year 2 to provide single points of contact for employment and eligibility services, which increases the effectiveness of HSD services for the AB 109 population.

7.5.10.4 Year 3 Budget: \$225,065 to fund 1.0 FTE Employment and Training Coordinator and 1.0 FTE Eligibility Worker II for a period of 12 months.

### **7.5.11 Business Representative (Contract)**

7.5.11.1 Program/Service Overview: Through an existing contract with Goodwill Industries of the Redwood Empire, an additional Business Representative has been hired to meet with local employers to identify appropriate jobs for the AB 109 population. The Business Representative will work in collaboration with the Employment and Training Coordinator (reference sub-section 7.5.10)

7.5.11.2 Year 2 Progress Report: Human Services expanded its contract with Goodwill Industries of the Redwood Empire (GIRE). As a result, GIRE hired an additional Business Representative to work with employers to secure potential job sites for offenders looking for employment.

7.5.11.3 Year 3 Plan: Year 2 funding was prorated to account for a 9 month period of work. For Year 3, the CCP recommends increasing the funding to cover all 12 months of the fiscal year.

7.5.11.4 Year 3 Budget: \$50,000 over 12 months.

**7.5.12 General Assistance (GA)**

- 7.5.12.1 Program/Service Overview: When an individual goes into a residential treatment program, the facility screens applicants and brings appropriate individuals to apply for GA benefits. If approved, the GA benefits go directly to the facility on behalf of the individual. Because the AB 109 budget provides for additional residential treatment beds, the CCP recommends reimbursing HSD for GA funds provided to AB 109 clients, as allowable, while in residential treatment.
- 7.5.12.2 Year 2 Progress Report: In April 2013, Human Services and Probation executed a Memorandum of Understanding to share information and identify individuals on GA and other public assistance programs. Once both departments identify the correct AB 109 clients, Human Services can begin claiming for the GA subsidy.
- 7.5.12.3 Year 3 Plan: There will be no program changes; the CCP recommends maintaining the same level of funding from Year 2.
- 7.5.12.4 Year 3 Budget: The budget of \$70,000 covers the entire fiscal year, and assumes eligible AB 109 clients will receive \$353/month per person, for up to 180 days.

# FY 2013-14 Public Safety Realignment Implementation Plan

## County of Sonoma - Community Corrections Partnership

### Board Item Attachment A

## 7.6 Parole Revocation Hearings

After passage of AB 109, the State Board of Parole Hearings initially retained responsibility for parole revocation hearings; however, that will change starting July 1, 2013, at which time the parole revocation process will become a local court-based process. Local courts in Sonoma County, rather than the Board of Parole Hearings, will become the designated authority for determining revocations. Under this new arrangement, only offenders previously sentenced to a term of life can be revoked to state prison instead of local jail. After July, 1, 2013, the Board of Parole Hearings will continue to conduct: parole consideration for lifers; medical parole hearings; mentally disordered offender cases; and sexually violent predator cases. The Parole Revocation Hearings major program includes all programs and services needed by County departments to meet this new challenge in FY 2013-14. **Table 8** summarizes the CCP's recommended budget for this major program category; the following sub-sections provide supporting information for the individual program components:

**Table 8: Parole Revocation Hearings Budget**

Major Program	Department/ Agency	Program Name	Section	Continuing Efforts	New Programs	Grand Total
Parole Revocation Hearings	District Attorney	Parole Revocation Hearings - Case Prosecution	7.6.1		\$182,187	\$182,187
		Victim Services	7.6.2		\$111,109	\$111,109
<b>District Attorney Sub-Total</b>					<b>\$293,296</b>	<b>\$293,296</b>
	Public Defender	Parole Revocation Hearings Attorney	7.6.3		\$120,369	\$120,369
		Parole Revocation Hearings Investigator	7.6.4		\$55,873	\$55,873
<b>Public Defender Sub-Total</b>					<b>\$176,242</b>	<b>\$176,242</b>
<b>Parole Revocation Hearings Total</b>					<b>\$469,538</b>	<b>\$469,538</b>

### 7.6.1 District Attorney - Parole Revocation Hearings Case Prosecution

- 7.6.1.1 Program/Service Overview: Funds a Deputy District Attorney position to support parole revocation hearings and prosecution of PRCS/AB 109 cases.
- 7.6.1.2 Year 2 Progress Report: Not applicable; new program for FY 2013-14.
- 7.6.1.3 Year 3 Plan: The full impact of parole revocation hearings on the DA's office are not yet known, but it is anticipated that the increase in workload along with the prosecution of PRCS cases will require additional Deputy District Attorney support. The CCP recommends funding this position for the entire fiscal year.
- 7.6.1.4 Year 3 Budget: \$182,187 to fund 1.0 FTE Deputy District Attorney III for a period of 12 months.

## 7.6.2 District Attorney - Victim Services

- 7.6.2.1 Program/Service Overview: Funds a Victim Witness Advocate due to the increase of victim services associated with realignment of parole revocation hearings.
- 7.6.2.2 Year 2 Progress Report: Not applicable; new program for FY 2013-14.
- 7.6.2.3 Year 3 Plan: Since parole hearings will now be handled through the DA's office, there will be an increased need for victim support through the department's Victim Services Unit. The CCP recommends funding this position for the entire fiscal year.
- 7.6.2.4 Year 3 Budget: \$111,109 to fund 1.0 FTE Victim Witness Advocate II for a period of 12 months.

## 7.6.3 Public Defender - Parole Revocation Hearings Attorney

- 7.6.3.1 Program/Service Overview: Funds an Extra Help Public Defender Attorney for legal representation for parole revocations, for which Public Defender representation will be mandated by AB 109 beginning July1, 2013.
- 7.6.3.2 Year 2 Progress Report: Not applicable; new program for FY 2013-14.
- 7.6.3.3 Year 3 Plan: Given the anticipated new workload, the Public Defender's current staffing resources are not adequate to handle the additional case work resulting from AB 109's realignment of parole revocation hearings. The CCP recommends funding this position for the entire fiscal year.
- 7.6.3.4 Year 3 Budget: \$120,369 to fund 1.0 FTE Extra Help Public Defender for period of 12 months.

## 7.6.4 Public Defender – Parole Revocation Hearings Investigator

- 7.6.4.1 Program/Service Overview: Funds an Extra Help Public Defender Investigator to support AB 109 parole revocation hearings.
- 7.6.4.2 Year 2 Progress Report: Not applicable; new program for FY 2013-14.
- 7.6.4.3 Year 3 Plan: Based on CDCR projections, the Public Defender's current staffing resources are not adequate to handle the additional investigations case work resulting from AB 109's realignment of parole revocation hearings. The CCP recommends funding this position for the entire fiscal year.
- 7.6.4.4 Year 3 Budget: \$55,837 to fund 1.0 FTE Extra Help Public Defender Investigator for period of 12 months.

## 7.7 Pre-Trial Services

The County’s 2010 Criminal Justice Master Plan highlighted Pre-Trial Services as a key recommended initiative. State revenues from AB 109 provide the funds needed to implement Pre-Trial Services, which constitutes a core system function by: providing universal front-end screening for all persons booked into jail, supporting jail management, reducing pre-trial failure, and facilitating efficient case processing. **Table 9** summarizes the CCP’s recommended budget for Pre-Trial Services; the following sub-section provides supporting information for the program:

**Table 9: Pre-Trial Services Budget**

Major Program	Department/ Agency	Program Name	Section	Continuing Efforts	New Programs	Grand Total
Pre-Trial Services	Probation	Pre-Trial - Supervised Own Recognizance (SOF)	7.7.1	\$431,395		\$431,395
		Pre-Trial Consultant	7.7.1	\$41,680		\$41,680
	<b>Probation Sub-Total</b>			<b>\$473,075</b>		<b>\$473,075</b>
	Sheriff	Pre-Trial Services - Assessment Staff	7.7.1	\$1,015,563		\$1,015,563
		<b>Sheriff Sub-Total</b>			<b>\$1,015,563</b>	
<b>Pre-Trial Services Total</b>				<b>\$1,488,638</b>		<b>\$1,488,638</b>

### 7.7.1 Pre-Trial Services

7.7.1.1 Program/Service Overview: The Pre-Trial Services program is a core system function that provides universal front-end screening for all persons booked into jail, supports jail management, reduces pre-trial failure, and facilitates efficient case processing. Implementation of a full-service Pre-Trial Services program was a key recommendation of Sonoma County’s Criminal Justice Master Plan. The proposed Pre-Trial Services program will have two components: the assessment component, which will operate as a function of the Sheriff’s Classification Unit in the Main Adult Detention Facility; and the supervision component, which will operate as a supervision unit of the Probation Department.

7.7.1.2 Year 2 Progress Report: In Year 1, the CCP identified Pre-Trial Services as a priority area for AB 109 funding in the Interim Plan. Prior to implementation, the CCP wanted to further study Sonoma County’s pre-trial population and assess the potential value of a pre-trial program. The Realignment Consultant hired by the CCP researched and presented recommendations to the CCP regarding implementation of Pre-Trial Services. These recommendations included continuing pre-trial supervision and adding pre-trial assessment in the jail. An implementation plan and budget was also presented to the CCP. The CCP voted to move forward with a pre-trial model that is a hybrid of Sheriff’s Office and Probation Department staff that merges the duties of classification and pre-trial in the jail, thereby realizing a cost savings in staffing.

In Year 2, the pre-trial risk assessment interview instrument is in the process of being validated and endorsed by the CCP. Sheriff’s office staff assigned to pre-trial risk assessment interviews are in the process of being selected and training needs are being developed. Further, the equipment needs and renovations required to establish the

## FY 2013-14 Public Safety Realignment Implementation Plan

### County of Sonoma - Community Corrections Partnership

#### Board Item Attachment A

---

interview area are being assessed. Finally, the development of operational procedures has commenced and is expected to be completed in Year 3.

- 7.7.1.3 Year 3 Plan: The Realignment consultant recommended a three-phase approach for Pre-Trial Services Program implementation. The first phase, from July-December of 2012, included consensus-building for pre-trial services and the beginning steps of developing a validated pre-trial risk assessment instrument. The risk assessment instrument is being developed based on local data and a supplemental assessment for Early Case Resolution (ECR) Court and maintenance of current pre-trial supervision staffing. Phase two includes the hiring and training of new pre-trial staff, and identification of equipment needs and renovations to the jail booking area. Phase Two began in January 2013 and focused on continuing the implementation phase of the enhanced Pre-Trial Services program and the validation of the pretrial risk assessment instrument. Finally, Phase Three, in progress, will continue and fully implement pre-trial services and concentrate on adjusting staffing and resource allocations, based on actual workload during the first six months of the program's implementation.
- 7.7.1.4 Year 3 Budget: The combined Pre-Trial Services FY 2013-14 budget for both Sheriff and Probation is \$1,488,638 over 12 months. Of the recommended budget, \$41,680 will be allocated for a consultant fee to help design the risk assessment tool. Sheriff's budget of \$1,015,563 includes funding for six (6) Correctional Deputies for a period of 12 months. Probation's budget of \$431,395 includes funding for 2.0 FTE Probation Officer III positions and 1.0 FTE Senior Legal Processor for 12 months.

## 7.8 Data Management

The Data Management major program includes all programs and services that involve capturing, analyzing, and reporting data pertaining to AB 109 offenders. **Table 10** summarizes the CCP’s recommended budget for the Data Management program category; the following sub-sections provide supporting information for the individual program components:

**Table 10: Data Management Budget**

Major Program	Department/ Agency	Program Name	Section	Continuing Efforts	New Programs	Grand Total
Data Management	Information Systems	Programming Support	7.8.1	\$124,990		\$124,990
		Data Evaluation & Analysis Consultant	7.8.2	\$20,000		\$20,000
	<b>Information Systems Sub-Total</b>				<b>\$144,990</b>	
<b>Data Management Total</b>				<b>\$144,990</b>		<b>\$144,990</b>

### 7.8.1 Programming Support

7.8.1.1 Program/Service Overview: This funding allocation support’s the Information Systems Department’s programming needs for the Integrated Justice System (IJS) that relates to capturing, measuring, and reporting information on AB 109 populations.

Year 2 Progress Report: During FY 2012-13, ISD has continued to streamline and implement new functionality in IJS to provide improved management and reporting of State Realignment Populations. Working with Probation and Courts, ISD developed new Court register codes for tracking PRCS and Mandatory Supervision terms. These codes are now being used by the Courts and are correctly calculating the tolling of Probation time for jail stays, issuing of warrants, and other events that effect Probation time. ISD also created new codes for the purpose of tracking Court workflow. ISD also created new database user views in the Adult Probation Case Management Application (PACMan) that allow Probation Officers to manage PRCS, by entering individuals into IJS and setting grant and stop dates, issuing warrants, and making transfers to and from other Counties. ISD also finished building a new database view to allow Probation Officers to track Jail Credit Days for Mandatory Supervision. ISD also created a number of new reports for the Justice Partners to track these populations. ISD also worked with the Courts to provide Department of Justice (DOJ) reporting on Realignment population counts.

7.8.1.2 Year 3 Plan: ISD’s budget for Year 3 differs from Year 2, because it combines the Business Intelligence Programmer funding into the ongoing programming support. This will provide greater flexibility for ISD to identify resources and to start using existing staff to create specialized data stores and reporting. In Year 3, ISD will finish up changes to allow reporting violations and revocations of PRCS and Mandatory Supervision by the end of the fiscal year. ISD will continue planning for the longer term goal of providing a Data Mart and Business Intelligence that will allow for the collection of Information from multiple County Departments and community organizations, to better inform management decisions. ISD



will automate labor intensive processes that are being used by individual departments to collect realignment information.

- 7.8.1.3 Year 3 Budget: The CCP recommends a budget of \$124,990 over twelve (12) months to fund 862 hours programming time. Changes to the ISD's staffing allocation are not required.

## **7.8.2 Data Evaluation & Analysis Consultant**

- 7.8.2.1 Program/Service Overview: Funding to hire a consultant to establish a plan for evaluating and collecting the appropriate data to determine the impact that realignment populations have on County resources, as well as the outcomes of the services provided to that population.
- 7.8.2.2 Year 2 Progress Report: The County issued a Request for Qualifications in January 2013 to solicit responses from consultants with the end goal of creating a roster of vetted, qualified consultants that could bid on future opportunities. The responses from the RFQ have been evaluated by County staff, but no contracts have been executed as of May 2013.
- 7.8.2.3 Year 3 Plan: Given the importance of meaningful analysis of the impact of State Realignment a plan for establishing particular metrics and appropriate identifiers is critical. Funding will be used to hire a consultant to work in conjunction with the CCP's Data Management and Evaluation Subcommittee.
- 7.8.2.4 Year 3 Budget: \$20,000 to contract with a consultant.

# FY 2013-14 Public Safety Realignment Implementation Plan

## County of Sonoma - Community Corrections Partnership

### Board Item Attachment A

## 7.9 Other Programs

The Other Programs category includes a variety of programs and services that either support the CCP’s planning efforts or address needs of partner agencies, external to the County, that have been impacted by Realignment. **Table 10** summarizes the CCP’s recommended budget for Other Programs; the following sub-sections provide supporting information for the individual program components:

**Table 11: Other Programs Budget**

Major Program	Department/ Agency	Program Name	Section	Continuing Efforts	New Programs	Grand Total
Other Programs	Probation	CCP Consulting Support	7.9.1	\$30,800		\$30,800
		Local Law Enforcement Support	7.9.2	\$50,000		\$50,000
	<b>Probation Sub-Total</b>			<b>\$80,800</b>		<b>\$80,800</b>
	County Counsel	Legal Support	7.9.3	\$50,000		\$50,000
	District Attorney	Gang Task Force Investigator	7.9.4	\$185,167		\$185,167
	Santa Rosa Police	SRPD Safe Streets Task Force Officer	7.9.5		\$93,923	\$93,923
	Superior Court	"1368" Mental Competency Assessment	7.9.6		\$92,400	\$92,400
<b>Other Programs Total</b>				<b>\$315,967</b>	<b>\$186,323</b>	<b>\$502,290</b>

### 7.9.1 CCP Planning - Consulting Support

- 7.9.1.1 Program/Service Overview: The Consultant supports the Sonoma County Community Corrections Partnership (CCP) with regards to Public Safety Realignment planning and implementation. On an “as needed” basis, the Consultant will assist the CCP in developing a process that studies system-wide issues, develops potential solutions, recommendations and/or enhancements to policies or programs, and measures outcomes. The Consultant’s work will enable the CCP and other local stakeholders to have a sustainable, long-term capacity for collaborative, policy-level, data-guided decision-making.
- 7.9.1.2 Year 2 Progress Report: Probation contracted with Voorhis/Robertson Justice Services, Inc. (VRJS) during Years 1 and 2 for support related to Public Safety Realignment planning activities. It is anticipated that the Consultant support will be required through Year 3.
- 7.9.1.3 Year 3 Plan: Extend the consultant agreement with VRJS through FY 2013-14. Level of support and specific activities will be determined by the CCP.
- 7.9.1.4 Year 3 Budget: \$30,800 for Consultant fee and travel expenses over a 12 month period.

## 7.9.2 Local Law Enforcement Support

7.9.2.1 Program/Service Overview: Funding to reimburse local law enforcement agencies for special field operations that require additional or unanticipated law enforcement support. Such collaborative activities typically would be planned with Probation and jointly executed, to include searches, arrests, welfare checks, absconder recovery, and or emergency response by law enforcement when assisting Probation in supervision of this high-risk population.

7.9.2.2 Year 2 Progress Report: The Board on State and Community Corrections (BSCC) allocated \$20 million (statewide) for municipalities to deal with the effects of realignment. Of that amount, Sonoma County law enforcement agencies will receive \$142,000. This funding will enable law enforcement agencies to undertake overtime activities related to enforcement functions resulting from the Public Safety Realignment.

Probation is in the process of executing a Memorandum of Understanding (on behalf of the County) with local law enforcement agencies to define roles and responsibilities, enhance information sharing, and establish guidelines for cost reimbursement. Our law enforcement partners are in agreement with a collaborative approach to use these funds for broader purposes, such as addressing enhanced supervision and monitoring activities of designated higher risk felony probationers in addition to the realigned offender population. Several joint operations have been conducted between Probation, Sheriff, and local law enforcement agencies; this activity will increase in the new fiscal year.

7.9.2.3 Year 3 Plan: Maintain Year 2 level of funding.

7.9.2.4 Year 3 Budget: \$50,000 to reimburse costs incurred by local law enforcement agencies.

## 7.9.3 Legal Support

7.9.3.1 Program/Service Overview: County Counsel provides legal services upon request by the CCP or member agencies on Realignment issues.

7.9.3.2 Year 2 Progress Report: County Counsel analyzed and provided legal opinions on the interpretation and application of various Realignment statutes, appeared at hearings in criminal court to address Realignment issues that were raised in particular cases, and provided advice on general legal issues (such as the ability of CCP members to designate alternates to attend meetings and conduct committee business).

7.9.3.3 Year 3 Plan: County Counsel is requesting that the CCP budget approximately \$50,000 in legal services for FY 2013-14, an increase from the FY 2012-13 budget of \$15,000. The proposed budget is meant to address the issues related to Post-Release Community Supervision (PRCS) and Mandatory Supervision, as well as the impact on County Departments created by the new requirement to shift parole revocation hearings from the State Parole Board to the Superior Court starting July 1st. County Counsel anticipates legal resources will be required to review policies and program development (such as developing a possible new program to institute intermediate sanctions for Mandatory Supervision

violations similar to “Flash Incarceration” applicable only to PRCS), as well as address procedural and policy issues attendant upon having the Court take over all parole revocation hearings.

County Counsel anticipates an increased request for legal services relating to detention issues based on the increase in the jail population resulting from PC 1170(h). An increase in jail population necessarily increases the number of issues the Sheriff’s Office Detention Division must address. For example, the increase in time inmates must now spend in jail for sentences under PC 1170(h) has led several defense counsel to request additional or different services/accommodations for such inmates. In addition, the Coleman/Plata 3-Judge Court just ordered the State to reduce prison population down to the 137.5% number by the end of December, or it will hold the governor in contempt. It is therefore possible that the legislature could adopt Realignment Phase 2 – which will inevitably lead to more people being sentenced to jail than state prison. As discussed above, an increase in the jail population will undoubtedly cause an increase in additional legal services.

- 7.9.3.4 Year 3 Budget: \$50,000 to cover ad-hoc legal support during the entire fiscal year. The proposed budget for legal services would only be for time actually spent by County Counsel’s attorneys working on CCP/Realignment matters and would be subject to the CCP’s approval prior to payment. Work will be performed by existing County Counsel staff; therefore, no changes to position allocations will be needed.

#### **7.9.4 District Attorney - Gang Task Force Investigator**

- 7.9.4.1 Program/Service Overview: The District Attorney’s Office participates in the Safe Streets Criminal Gang Enforcement Task Force with local law enforcement agencies and the Federal Bureau of Investigations. Members of the task force are tasked with gathering intelligence to identify criminal gang activity and criminal gang members in Sonoma County. The DA will staff one Task Force Investigator to provide the investigative support and court appearance time expected for the AB 109 population.
- 7.9.4.2 Year 2 Progress Report: Accomplishments include providing intelligence regarding gang activity to Probation and other law enforcement partners, as well as participating in law enforcement operations.
- 7.9.4.3 Year 3 Plan: For FY 2013-14, the funded Investigator position has been increased from .50 FTE to a full 1.0 FTE to assist with preparation for parole hearings, which will become the responsibility of the DA effective July 2013.
- 7.9.4.4 Year 3 Budget: \$185,167 to fund 1.0 FTE DA Task Force Investigator for a period of 12 months.

### 7.9.5 Santa Rosa Police Department – Gang Task Force Officer

- 7.9.5.1 Program/Service Overview: The Santa Rosa Police Department (SRPD) participates in the North Bay Regional Gang Task Force (Safe Streets) with other local law enforcement agencies and the Federal Bureau of Investigations. Members of the task force are tasked with gathering intelligence to identify criminal gang activity and criminal gang members in Sonoma County, along with conducting proactive law enforcement operations targeting violent criminal enterprises.
- 7.9.5.2 Year 2 Progress Report: Not applicable; new program for FY 2013-14.
- 7.9.5.3 Year 3 Plan: Staffing shortages at the Santa Rosa Police Department have caused a continuing reevaluation of resource allocation. Part of those evaluations addresses the potential reassignment of detectives to fill other needs. The FY 2013-14 funding allocation will ensure SRPD's continued participation in the North Bay Regional Gang Task Force with one full-time detective position for the next fiscal year. This will allow SRPD to meet the expected increase in investigative workload due to PRCS cases resulting from AB 109.
- 7.9.5.4 Year 3 Budget: \$93,923 for Fiscal Year 13-14. Budget funds 0.50 FTE Police Officer salaries and benefits. Changes to the SRPD staff allocation are not required.

### 7.9.6 "1368" Mental Competency Assessments

- 7.9.6.1 Program/Service Overview: The Sonoma County Superior Court's contract psychologist will provide early assessments of criminal defendants to determine whether a Penal Code 1368 competency process should be ordered, thereby limiting non-competency cases from delaying the process.
- 7.9.6.2 Year 2 Progress Report: Not applicable; new program for FY 2013-14.
- 7.9.6.3 Year 3 Plan: The psychologist provides pre-screening for 1368 referrals from the Court and conducts interviews and reviews of the file in order to provide a report to the court. This quick assessment provides for efficient movement of cases where competency is determined not to be an issue, thereby reducing potential jail bed days. This reduces the formal PC 1368 forensic evaluations, which doesn't unduly burden those limited resources and further delay competency processes.
- 7.9.6.4 Year 3 Budget: The \$92,400 budget assumes approximately 50 referrals per month for 12 months, at a rate of \$150 per assessment.

FY 2013-14 Public Safety Realignment Implementation Plan

County of Sonoma - Community Corrections Partnership

Board Item Attachment A

Exhibit A: Community Corrections Partnership Roster

Sonoma County Community Corrections Partnership Roster (as of May 2013)

Executive Committee (Voting)		
Member	Name	Title
Chief Probation Officer (Chair)	Robert M. Ochs	Chief Probation Officer
Chief of Police	Tom Schwedhelm	Chief, Santa Rosa Police Department
District Attorney	Jill Ravitch	District Attorney
Public Defender	Kathleen Pozzi	Public Defender
Sheriff	Steve Freitas	Sheriff
Superior Court	Jose Guillen	Superior Court Executive Officer
Health Services/Mental Health	Michael Kennedy	Director of Behavioral Health

Full Committee		
Member	Name	Title
Chief Probation Officer (Chair)	Robert M. Ochs	Chief Probation Officer
Chief of Police	Tom Schwedhelm	Chief, Santa Rosa Police Department
District Attorney	Jill Ravitch	District Attorney
Public Defender	Kathleen Pozzi	Public Defender
Sheriff	Steve Freitas	Sheriff
Superior Court	Jose Guillen	Superior Court Executive Officer
Health Services/Mental Health	Michael Kennedy	Director of Behavioral Health
Board of Supervisors	Efren Carrillo	5th District Supervisor
County Administrator's Office	Veronica Ferguson	County Administrator
County Administrator's Office	Jennifer Murray	Deputy County Administrator
Human Services	Jerry Dunn	Director, Human Services
Employment Services	Karen Fies	Assistant Director, Human Services
Victim Services	Gina Burk	Victim Services Director, District Attorney's Office
Office of Education	Steven Herrington	Superintendent, Sonoma County Schools
Presiding Judge	Rene Chouteau	Superior Court Presiding Judge
Community-Based Organization	Marlus Stewart	Director, Drug Abuse Alternative Center

**FY 2013-14 Public Safety Realignment Implementation Plan**

County of Sonoma - Community Corrections Partnership

Board Item Attachment A

---

**Exhibit B: Budget by Major Program**



**FY 2013-14 Public Safety Realignment Implementation Plan**

County of Sonoma - Community Corrections Partnership

Board Item Attachment A

---

**Exhibit B: Budget by Major Program (Continued)**





**FY 2013-14 Public Safety Realignment Implementation Plan**

County of Sonoma - Community Corrections Partnership

Board Item Attachment A

---

**Exhibit C: Budget by Department**



**FY 2013-14 Public Safety Realignment Implementation Plan**

County of Sonoma - Community Corrections Partnership

Board Item Attachment A

---

**Exhibit C: Budget by Department (Continued)**



**Exhibit D: Fiscal Year 2013-14 Staffing Summary**



**FY 2013-14 Public Safety Realignment Implementation Plan**

County of Sonoma - Community Corrections Partnership

Board Item Attachment A

---

**Exhibit D: Fiscal Year 2013-14 Staffing Summary (Continued)**



**FY 2013-14 Public Safety Realignment Implementation Plan**

County of Sonoma - Community Corrections Partnership

Board Item Attachment A

---

**Exhibit E: FY 2012-13 vs. FY 2013-14 CCP Budget Comparison**



**FY 2013-14 Public Safety Realignment Implementation Plan**

County of Sonoma - Community Corrections Partnership

Board Item Attachment A

---

**Exhibit E: FY 2012-13 vs. FY 2013-14 CCP Budget Comparison**

**(Continued)**



**Public Safety Realignment Fiscal Year 2013-14 (Year 3) Plan  
Board Item - Attachment "B" - Budget by Major Program**

Major Program	Department/ Agency	Program Name	FTE Count	FY 2013-14 Budget	Annualized Cost
Administration	Probation	Department Analyst	1.00	\$137,163	\$137,163
	Probation Sub-Total		1.00	\$137,163	\$137,163
<b>Administration Total</b>			<b>1.00</b>	<b>\$137,163</b>	<b>\$137,163</b>
Supervision	Probation	AB109 Supervision Unit	13.00	\$1,967,596	\$1,967,596
		Offender Needs Fund	0.00	\$2,000	\$2,000
	Probation Sub-Total		13.00	\$1,969,596	\$1,969,596
	Sheriff	Detective	1.00	\$217,486	\$217,486
Sheriff Sub-Total		1.00	\$217,486	\$217,486	
<b>Supervision Total</b>			<b>14.00</b>	<b>\$2,187,082</b>	<b>\$2,187,082</b>
Custody	Sheriff	Jail Unit	8.00	\$1,480,281	\$1,480,281
		Specialized Emergency Response Team (SERT) Training	0.00	\$44,685	\$44,685
Sheriff Sub-Total		8.00	\$1,524,966	\$1,524,966	
<b>Custody Total</b>			<b>8.00</b>	<b>\$1,524,966</b>	<b>\$1,524,966</b>
In-Custody Programming	Probation	Inmate Risk Assessments	1.00	\$146,732	\$146,732
		Probation Sub-Total		1.00	\$146,732
	Sheriff	Jail Programs	0.00	\$138,412	\$138,412
		Inmate Program Manager (Correctional Sergeant)	1.00	\$172,294	\$172,294
	Sheriff Sub-Total		1.00	\$310,706	\$310,706
	Health Services	"1370" Restoration Services	1.85	\$412,025	\$412,025
		In-Custody Mental Health Services	1.80	\$352,948	\$352,948
Starting Point SUD Services		1.00	\$151,500	\$151,500	
Health Services Sub-Total		4.65	\$916,473	\$916,473	
<b>In-Custody Programming Total</b>			<b>6.65</b>	<b>\$1,373,911</b>	<b>\$1,373,911</b>
Out-of-Custody Programming	Probation	Day Reporting Center (Contract)	0.00	\$1,653,000	\$1,740,000
		Domestic Violence 52-Week Course Programming	0.00	\$27,120	\$27,120
		Electronic Monitoring (Contract)	0.00	\$100,320	\$100,320
		Supervised Adult Crew (SAC)	0.00	\$200,000	\$200,000
		Transitional Housing	0.00	\$144,000	\$144,000
		SCOE GED Preparation and Testing Services	0.00	\$43,000	\$43,000
	Probation Sub-Total		0.00	\$2,167,440	\$2,254,440
	Sheriff	Electronic Monitoring	2.00	\$398,865	\$398,865
		Sheriff Sub-Total		2.00	\$398,865
	Health Services	AODS SUD Services	1.00	\$151,998	\$151,998
		Community Mental Health Services	1.60	\$216,620	\$216,620
		SUD Contract Services & Methodone	0.00	\$315,000	\$315,000
	Health Services Sub-Total		2.60	\$683,618	\$683,618
	Human Services	Business Rep (Contract)	0.00	\$50,000	\$50,000
General Assistance (GA)		0.00	\$70,000	\$70,000	
Employment and Eligibility Services		2.00	\$225,065	\$225,065	
Human Services Sub-Total		2.00	\$345,065	\$345,065	
<b>Out-of-Custody Programming Total</b>			<b>6.60</b>	<b>\$3,594,988</b>	<b>\$3,681,988</b>
Parole Revocation Hearings	District Attorney	Victim Services	1.00	\$111,109	\$111,109
		Parole Revocation Hearings Case Prosecutions	1.00	\$182,187	\$182,187
	District Attorney Sub-Total		2.00	\$293,296	\$293,296
	Public Defender	Parole Revocation Hearings Attorney	1.00	\$120,369	\$176,980
		Parole Revocation Hearings Investigator	0.50	\$55,873	\$73,558
Public Defender Sub-Total		1.50	\$176,242	\$250,538	
<b>Parole Revocation Hearings Total</b>			<b>3.50</b>	<b>\$469,538</b>	<b>\$543,834</b>
Pre-Trial Services	Probation	Pre-Trial - Supervised Own Recognizance (SOR)	3.00	\$431,395	\$431,395
		Pre-Trial Consultant	0.00	\$41,680	\$20,840
	Probation Sub-Total		3.00	\$473,075	\$452,235
	Sheriff	Pre-Trial Services - Assessment Staff	6.00	\$1,015,563	\$948,005
Sheriff Sub-Total		6.00	\$1,015,563	\$948,005	
<b>Pre-Trial Services Total</b>			<b>9.00</b>	<b>\$1,488,638</b>	<b>\$1,400,240</b>
Data Management	Information Systems	Data Evaluation & Analysis Consultant	0.00	\$20,000	\$20,000
		Programming Support	0.00	\$124,990	\$124,990
	Information Systems Sub-Total		0.00	\$144,990	\$144,990
<b>Data Management Total</b>			<b>0.00</b>	<b>\$144,990</b>	<b>\$144,990</b>
Other Programs	Probation	CCP Consulting Support	0.00	\$30,800	\$23,100
		Local Law Enforcement Support	0.00	\$50,000	\$50,000
	Probation Sub-Total		0.00	\$80,800	\$73,100
	District Attorney	Gang Task Force Investigator	1.00	\$185,167	\$185,167
	Santa Rosa Police	SRPD Safe Streets Task Force Officer	0.00	\$93,923	\$93,923
	Superior Court	"1368" Mental Competency Assessment	0.00	\$92,400	\$92,400
County Counsel	Legal Support	0.00	\$50,000	\$50,000	
<b>Other Programs Total</b>			<b>1.00</b>	<b>\$502,290</b>	<b>\$494,590</b>
<b>Grand Total</b>			<b>49.75</b>	<b>\$11,423,566</b>	<b>\$11,488,764</b>

**Public Safety Realignment Fiscal Year 2013-14 (Year 3) Plan  
Board Item - Attachment "C"  
Budget by Department**

Department/ Agency	Major Program	Program Name	FTE Count	FY 2013-14 Budget	Annualized Cost		
Probation	Supervision	AB109 Supervision Unit	13.00	\$1,967,596	\$1,967,596		
		Offender Needs Fund	0.00	\$2,000	\$2,000		
	<b>Supervision Sub-Total</b>			<b>13.00</b>	<b>\$1,969,596</b>	<b>\$1,969,596</b>	
	Adminstration	Department Analyst		1.00	\$137,163	\$137,163	
		<b>Adminstration Sub-Total</b>			<b>1.00</b>	<b>\$137,163</b>	<b>\$137,163</b>
	In-Custody Programming	Inmate Risk Assessments		1.00	\$146,732	\$146,732	
		<b>In-Custody Programming Sub-Total</b>			<b>1.00</b>	<b>\$146,732</b>	<b>\$146,732</b>
	Out-of-Custody Programming	Day Reporting Center (Contract)		0.00	\$1,653,000	\$1,740,000	
		Domestic Violence 52-Week Course Programming		0.00	\$27,120	\$27,120	
		Electronic Monitoring (Contract)		0.00	\$100,320	\$100,320	
		Supervised Adult Crew (SAC)		0.00	\$200,000	\$200,000	
		Transitional Housing		0.00	\$144,000	\$144,000	
		SCOE GED Preparation and Testing Services		0.00	\$43,000	\$43,000	
		<b>Out-of-Custody Programming Sub-Total</b>			<b>0.00</b>	<b>\$2,167,440</b>	<b>\$2,254,440</b>
		Pre-Trial Services	Pre-Trial - Supervised Own Recognizance (SOR)		3.00	\$431,395	\$431,395
	Pre-Trial Consultant		0.00	\$41,680	\$20,840		
	<b>Pre-Trial Services Sub-Total</b>			<b>3.00</b>	<b>\$473,075</b>	<b>\$452,235</b>	
	Other Programs	CCP Consulting Support		0.00	\$30,800	\$23,100	
		Local Law Enforcement Support		0.00	\$50,000	\$50,000	
	<b>Other Programs Sub-Total</b>			<b>0.00</b>	<b>\$80,800</b>	<b>\$73,100</b>	
	<b>Probation Total</b>			<b>18.00</b>	<b>\$4,974,806</b>	<b>\$5,033,266</b>	
	Sheriff	Supervision	Detective	1.00	\$217,486	\$217,486	
			<b>Supervision Sub-Total</b>			<b>1.00</b>	<b>\$217,486</b>
Custody		Jail Unit	8.00	\$1,480,281	\$1,480,281		
		Specialized Emergency Response Team (SERT) Training		0.00	\$44,685	\$44,685	
		<b>Custody Sub-Total</b>			<b>8.00</b>	<b>\$1,524,966</b>	<b>\$1,524,966</b>
In-Custody Programming		Jail Programs	0.00	\$138,412	\$138,412		
		Inmate Program Manager (Correctional Sergeant)	1.00	\$172,294	\$172,294		
<b>In-Custody Programming Sub-Total</b>			<b>1.00</b>	<b>\$310,706</b>	<b>\$310,706</b>		
Out-of-Custody Programming		Electronic Monitoring		2.00	\$398,865	\$398,865	
		<b>Out-of-Custody Programming Sub-Total</b>			<b>2.00</b>	<b>\$398,865</b>	<b>\$398,865</b>
Pre-Trial Services		Pre-Trial Services - Assessment Staff		6.00	\$1,015,563	\$948,005	
		<b>Pre-Trial Services Sub-Total</b>			<b>6.00</b>	<b>\$1,015,563</b>	<b>\$948,005</b>
<b>Sheriff Total</b>			<b>18.00</b>	<b>\$3,467,586</b>	<b>\$3,400,028</b>		
Health Services	In-Custody Programming	"1370" Restoration Services	1.85	\$412,025	\$412,025		
		In-Custody Mental Health Services	1.80	\$352,948	\$352,948		
		Starting Point SUD Services	1.00	\$151,500	\$151,500		
	<b>In-Custody Programming Sub-Total</b>			<b>4.65</b>	<b>\$916,473</b>	<b>\$916,473</b>	
	Out-of-Custody Programming	AODS SUD Services		1.00	\$151,998	\$151,998	
		Community Mental Health Services		1.60	\$216,620	\$216,620	
SUD Contract Services & Methodone		0.00	\$315,000	\$315,000			
<b>Out-of-Custody Programming Sub-Total</b>			<b>2.60</b>	<b>\$683,618</b>	<b>\$683,618</b>		
<b>Health Services Total</b>			<b>7.25</b>	<b>\$1,600,091</b>	<b>\$1,600,091</b>		
District Attorney	Parole Revocation Hearings	Victim Services	1.00	\$111,109	\$111,109		
		Parole Revocation Hearings Case Prosecutions	1.00	\$182,187	\$182,187		
	<b>Parole Revocation Hearings Sub-Total</b>			<b>2.00</b>	<b>\$293,296</b>	<b>\$293,296</b>	
	Other Programs	Gang Task Force Investigator		1.00	\$185,167	\$185,167	
<b>Other Programs Sub-Total</b>			<b>1.00</b>	<b>\$185,167</b>	<b>\$185,167</b>		
<b>District Attorney Total</b>			<b>3.00</b>	<b>\$478,463</b>	<b>\$478,463</b>		
Human Services	Out-of-Custody Programming	Employment and Eligibility Services	2.00	\$225,065	\$225,065		
		Business Rep (Contract)	0.00	\$50,000	\$50,000		
		General Assistance (GA)	0.00	\$70,000	\$70,000		
	<b>Out-of-Custody Programming Sub-Total</b>			<b>2.00</b>	<b>\$345,065</b>	<b>\$345,065</b>	
<b>Human Services Total</b>			<b>2.00</b>	<b>\$345,065</b>	<b>\$345,065</b>		
Public Defender	Parole Revocation Hearings	Parole Revocation Hearings Attorney	1.00	\$120,369	\$176,980		
		Parole Revocation Hearings Investigator	0.50	\$55,873	\$73,558		
	<b>Parole Revocation Hearings Sub-Total</b>			<b>1.50</b>	<b>\$176,242</b>	<b>\$250,538</b>	
<b>Public Defender Total</b>			<b>1.50</b>	<b>\$176,242</b>	<b>\$250,538</b>		
Information Systems	Data Management	Data Evaluation & Analysis Consultant	0.00	\$20,000	\$20,000		
		Programming Support	0.00	\$124,990	\$124,990		
	<b>Data Management Sub-Total</b>			<b>0.00</b>	<b>\$144,990</b>	<b>\$144,990</b>	
<b>Information Systems Total</b>			<b>0.00</b>	<b>\$144,990</b>	<b>\$144,990</b>		



**Public Safety Realignment Fiscal Year 2013-14 (Year 3) Plan  
Board Item - Attachment "C"  
Budget by Department**

<b>Department/ Agency</b>	<b>Major Program</b>	<b>Program Name</b>	<b>FTE Count</b>	<b>FY 2013-14 Budget</b>	<b>Annualized Cost</b>
Santa Rosa Police	Other Programs	SRPD Safe Streets Task Force Officer	0.00	\$93,923	\$93,923
	<b>Other Programs Sub-Total</b>		<b>0.00</b>	<b>\$93,923</b>	<b>\$93,923</b>
<b>Santa Rosa Police Total</b>			<b>0.00</b>	<b>\$93,923</b>	<b>\$93,923</b>
Superior Court	Other Programs	"1368" Mental Competency Assessment	0.00	\$92,400	\$92,400
	<b>Other Programs Sub-Total</b>		<b>0.00</b>	<b>\$92,400</b>	<b>\$92,400</b>
<b>Superior Court Total</b>			<b>0.00</b>	<b>\$92,400</b>	<b>\$92,400</b>
County Counsel	Other Programs	Legal Support	0.00	\$50,000	\$50,000
	<b>Other Programs Sub-Total</b>		<b>0.00</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>County Counsel Total</b>			<b>0.00</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>Grand Total</b>			<b>49.75</b>	<b>\$11,423,566</b>	<b>\$11,488,764</b>

**Public Safety Realignment Fiscal Year 2013-14 (Year 3) Plan  
Board Item - Attachment "D"  
Staffing Summary**

Department	Program	Position Title	Positions Added (Subtracted) in FY 2011-12 FTE	Positions Added (Subtracted) in FY 2012-13 FTE	Positions Added (Subtracted) in FY 2013-14 FTE	Total FTE Positions in FY 2013-2014	
Sheriff	Detective	Correctional Deputy II	1.00			1.00	
	<b>Detective Sub-Total</b>		<b>1.00</b>			<b>1.00</b>	
	Jail Unit	Correctional Deputy II		4.00			4.00
		Legal Processor II		1.00		1.00	2.00
		Cook			1.00		1.00
		Detention Assistant		1.00			1.00
	<b>Jail Unit Sub-Total</b>		<b>6.00</b>	<b>1.00</b>	<b>1.00</b>	<b>8.00</b>	
	Electronic Monitoring	Correctional Deputy II			1.00		1.00
		Correctional Sergeant			1.00		1.00
	<b>Electronic Monitoring Sub-Total</b>				<b>2.00</b>		<b>2.00</b>
Inmate Services Program Manager	Correctional Sergeant			0.00	1.00	1.00	
	Inmate Services Program Manager			1.00	(1.00)	0.00	
<b>Inmate Services Program Manager Sub-Total</b>				<b>1.00</b>	<b>0.00</b>	<b>1.00</b>	
Pre-Trial Services	Correctional Deputy			6.00		6.00	
<b>Pre-Trial Services Sub-Total</b>				<b>6.00</b>		<b>6.00</b>	
<b>Sheriff Total</b>			<b>7.00</b>	<b>10.00</b>	<b>1.00</b>	<b>18.00</b>	
Probation	Administration	Department Analyst	1.00			1.00	
	<b>Administration Sub-Total</b>		<b>1.00</b>			<b>1.00</b>	
	AB109 Supervision Units	Probation Officer III		7.00	3.00		10.00
		Senior Legal Processor		1.00			1.00
		Probation Officer IV		1.00	1.00		2.00
	<b>AB109 Supervision Units Sub-Total</b>		<b>9.00</b>	<b>4.00</b>		<b>13.00</b>	
	Inmate Risk Assessment	Probation Officer III			1.00		1.00
	<b>Inmate Risk Assessment Sub-Total</b>				<b>1.00</b>		<b>1.00</b>
Pre-Trial Services	Probation Officer III			2.00		2.00	
	Senior Legal Processor			1.00		1.00	
<b>Pre-Trial Services Sub-Total</b>				<b>3.00</b>		<b>3.00</b>	
<b>Probation Total</b>			<b>10.00</b>	<b>8.00</b>		<b>18.00</b>	
Health Services	In-Custody Mental Health	Eligibility Worker	0.50			0.50	
		Forensic Psychiatrist	0.15		0.15	0.30	
		Licensed Clinical Social Worker	0.50		0.50	1.00	
	<b>In-Custody Mental Health Sub-Total</b>		<b>1.15</b>		<b>0.65</b>	<b>1.80</b>	
	"1370" Restoration Services	Licensed Clinical Social Worker			1.50		1.50
		Staff Psychiatrist			0.25		0.25
		Psychiatric Registered Nurse			0.10		0.10
	<b>"1370" Restoration Services Sub-Total</b>				<b>1.85</b>		<b>1.85</b>
	Community Mental Health	Eligibility Worker		0.50	0.00		0.50
		Licensed Clinical Social Worker		0.50	0.50		1.00
		Staff Psychiatrist		0.20	(0.10)		0.10
	<b>Community Mental Health Sub-Total</b>		<b>1.20</b>	<b>0.40</b>		<b>1.60</b>	
	AODS SUD Services	AODS Specialist			1.00		1.00
<b>AODS SUD Services Sub-Total</b>				<b>1.00</b>		<b>1.00</b>	
Starting Point SUD Services	AODS Drug Counselor			1.00		1.00	
<b>Starting Point SUD Services Sub-Total</b>				<b>1.00</b>		<b>1.00</b>	
<b>Health Services Total</b>			<b>2.35</b>	<b>4.25</b>	<b>0.65</b>	<b>7.25</b>	
Human Services	Employment & Eligibility Services	Employment & Training Program Coordinator		1.00		1.00	
		Eligibility Worker II		1.00		1.00	
	<b>Employment &amp; Eligibility Services Sub-Total</b>				<b>2.00</b>		<b>2.00</b>
<b>Human Services Total</b>				<b>2.00</b>		<b>2.00</b>	
District Attorney	Victim Services	Victim Witness Advocate II			1.00	1.00	
	<b>Victim Services Sub-Total</b>				<b>1.00</b>	<b>1.00</b>	
	Gang Taskforce Investigator2	DA Investigator		0.50	0.50	1.00	
	<b>Gang Taskforce Investigator2 Sub-Total</b>			<b>0.50</b>	<b>0.50</b>	<b>1.00</b>	
	Parole Revocation Hearings Case Prosecution2	Deputy District Attorney III			1.00	1.00	
<b>Parole Revocation Hearings Case Prosecution2 Sub-Total</b>				<b>1.00</b>	<b>1.00</b>		
<b>District Attorney Total</b>				<b>0.50</b>	<b>2.50</b>	<b>3.00</b>	
Public Defender	Parole Revocation Hearings Attorney	Deputy Public Defender (Extra Help)			1.00	1.00	
	<b>Parole Revocation Hearings Attorney Sub-Total</b>				<b>1.00</b>	<b>1.00</b>	
	Parole Revocation Hearings Investigator	Public Defender Investigator (Extra Help)			0.50	0.50	
	<b>Parole Revocation Hearings Investigator Sub-Total</b>				<b>0.50</b>	<b>0.50</b>	
<b>Public Defender Total</b>					<b>1.50</b>	<b>1.50</b>	
<b>Grand Total</b>			<b>19.35</b>	<b>24.75</b>	<b>5.65</b>	<b>49.75</b>	

**Public Safety Realignment Fiscal Year 2013-14 (Year 3) Plan  
Board Item - Attachment "E"  
FY 12-13 vs. FY 13-14 Budgets**

Department/ Agency	Budget Category	Program Name	FY 2012-13 Budget	Change	FY 2013-14 Budget
Probation	Supervision	AB109 Supervision Unit	\$1,947,862	\$19,734	\$1,967,596
		Offender Needs Fund	\$0	\$2,000	\$2,000
	<b>Supervision Sub-Total</b>		<b>\$1,947,862</b>	<b>\$21,734</b>	<b>\$1,969,596</b>
	Administration	Department Analyst	\$137,789	(\$626)	\$137,163
		<b>Administration Sub-Total</b>		<b>\$137,789</b>	<b>(\$626)</b>
	Out-of-Custody Programming	Day Reporting Center (Contract)	\$1,535,000	\$118,000	\$1,653,000
		Domestic Violence 52-Week Course Programming	\$27,120	\$0	\$27,120
		Electronic Monitoring (Contract)	\$125,000	(\$24,680)	\$100,320
		Supervised Adult Crew (SAC)	\$200,000	\$0	\$200,000
		Transitional Housing	\$45,000	\$99,000	\$144,000
		SCOE GED Preparation and Testing Services	\$43,000	\$0	\$43,000
	<b>Out-of-Custody Programming Sub-Total</b>		<b>\$1,975,120</b>	<b>\$192,320</b>	<b>\$2,167,440</b>
	Pre-Trial Services	Pre-Trial - Supervised Own Recognizance (SOR)	\$466,791	(\$35,396)	\$431,395
		Pre-Trial Consultant	\$60,000	(\$18,320)	\$41,680
	<b>Pre-Trial Services Sub-Total</b>		<b>\$526,791</b>	<b>(\$53,716)</b>	<b>\$473,075</b>
	Other Programs	CCP Consulting Support	\$80,000	(\$49,200)	\$30,800
		Local Law Enforcement Support	\$50,000	\$0	\$50,000
<b>Other Programs Sub-Total</b>		<b>\$130,000</b>	<b>(\$49,200)</b>	<b>\$80,800</b>	
In-Custody Programming	Inmate Risk Assessments	\$127,596	\$19,136	\$146,732	
	<b>In-Custody Programming Sub-Total</b>		<b>\$127,596</b>	<b>\$19,136</b>	<b>\$146,732</b>
<b>Probation Total</b>			<b>\$4,845,158</b>	<b>\$129,648</b>	<b>\$4,974,806</b>
Sheriff	Custody	Jail Unit	\$1,060,285	\$419,996	\$1,480,281
		Specialized Emergency Response Team (SERT) Training	\$44,685	\$0	\$44,685
	<b>Custody Sub-Total</b>		<b>\$1,104,970</b>	<b>\$419,996</b>	<b>\$1,524,966</b>
	Supervision	Detective	\$212,390	\$5,096	\$217,486
		<b>Supervision Sub-Total</b>		<b>\$212,390</b>	<b>\$5,096</b>
	Out-of-Custody Programming	Electronic Monitoring	\$392,407	\$6,458	\$398,865
		<b>Out-of-Custody Programming Sub-Total</b>		<b>\$392,407</b>	<b>\$6,458</b>
	Pre-Trial Services	Pre-Trial Services - Assessment Staff	\$485,616	\$529,947	\$1,015,563
		<b>Pre-Trial Services Sub-Total</b>		<b>\$485,616</b>	<b>\$529,947</b>
	Other Programs	NCDF Fence Consultant	\$25,000	(\$25,000)	\$0
		<b>Other Programs Sub-Total</b>		<b>\$25,000</b>	<b>(\$25,000)</b>
	In-Custody Programming	Jail Programs	\$138,412	\$0	\$138,412
		Inmate Program Manager (Correctional Sergeant)	\$146,631	\$25,663	\$172,294
<b>In-Custody Programming Sub-Total</b>		<b>\$285,043</b>	<b>\$25,663</b>	<b>\$310,706</b>	
<b>Sheriff Total</b>			<b>\$2,505,426</b>	<b>\$962,160</b>	<b>\$3,467,586</b>
Health Services	Out-of-Custody Programming	AODS SUD Services	\$137,500	\$14,498	\$151,998
		Community Mental Health Services	\$214,475	\$2,145	\$216,620
		SUD Contract Services & Methodone	\$315,000	\$0	\$315,000
	<b>Out-of-Custody Programming Sub-Total</b>		<b>\$666,975</b>	<b>\$16,643</b>	<b>\$683,618</b>
	In-Custody Programming	"1370" Restoration Services	\$374,000	\$38,025	\$412,025
		In-Custody Mental Health Services	\$234,632	\$118,316	\$352,948
Starting Point SUD Services		\$150,000	\$1,500	\$151,500	
<b>In-Custody Programming Sub-Total</b>		<b>\$758,632</b>	<b>\$157,841</b>	<b>\$916,473</b>	
<b>Health Services Total</b>			<b>\$1,425,607</b>	<b>\$174,484</b>	<b>\$1,600,091</b>
District Attorney	Other Programs	Gang Task Force Investigator	\$90,000	\$95,167	\$185,167
		<b>Other Programs Sub-Total</b>		<b>\$90,000</b>	<b>\$95,167</b>
	Parole Revocation Hearings	Victim Services	\$0	\$111,109	\$111,109
		Parole Revocation Hearings Case Prosecutions	\$0	\$182,187	\$182,187
<b>Parole Revocation Hearings Sub-Total</b>		<b>\$0</b>	<b>\$293,296</b>	<b>\$293,296</b>	
<b>District Attorney Total</b>			<b>\$90,000</b>	<b>\$388,463</b>	<b>\$478,463</b>
Human Services	Out-of-Custody Programming	Employment and Eligibility Services	\$165,489	\$59,576	\$225,065
		Business Rep (Contract)	\$37,500	\$12,500	\$50,000
		General Assistance (GA)	\$70,000	\$0	\$70,000
	<b>Out-of-Custody Programming Sub-Total</b>		<b>\$272,989</b>	<b>\$72,076</b>	<b>\$345,065</b>
<b>Human Services Total</b>			<b>\$272,989</b>	<b>\$72,076</b>	<b>\$345,065</b>
Public Defender	Parole Revocation Hearings	Parole Revocation Hearings Attorney	\$0	\$120,369	\$120,369
		Parole Revocation Hearings Investigator	\$0	\$55,873	\$55,873
	<b>Parole Revocation Hearings Sub-Total</b>		<b>\$0</b>	<b>\$176,242</b>	<b>\$176,242</b>
<b>Public Defender Total</b>			<b>\$0</b>	<b>\$176,242</b>	<b>\$176,242</b>
Information Systems	Data Management	Business Intelligence Programmer	\$75,000	(\$75,000)	\$0
		Data Evaluation & Analysis Consultant	\$20,000	\$0	\$20,000
		Programming Support	\$40,200	\$84,790	\$124,990
	<b>Data Management Sub-Total</b>		<b>\$135,200</b>	<b>\$9,790</b>	<b>\$144,990</b>
<b>Information Systems Total</b>			<b>\$135,200</b>	<b>\$9,790</b>	<b>\$144,990</b>
Santa Rosa Police	Other Programs	SRPD Safe Streets Task Force Officer	\$0	\$93,923	\$93,923
		<b>Other Programs Sub-Total</b>		<b>\$0</b>	<b>\$93,923</b>
<b>Santa Rosa Police Total</b>			<b>\$0</b>	<b>\$93,923</b>	<b>\$93,923</b>
Superior Court	Other Programs	"1368" Mental Competency Assessment	\$0	\$92,400	\$92,400
		<b>Other Programs Sub-Total</b>		<b>\$0</b>	<b>\$92,400</b>
<b>Superior Court Total</b>			<b>\$0</b>	<b>\$92,400</b>	<b>\$92,400</b>
County Counsel	Other Programs	Legal Support	\$15,000	\$35,000	\$50,000
		<b>Other Programs Sub-Total</b>		<b>\$15,000</b>	<b>\$35,000</b>
<b>County Counsel Total</b>			<b>\$15,000</b>	<b>\$35,000</b>	<b>\$50,000</b>
<b>Grand Total</b>			<b>\$9,289,380</b>	<b>\$2,134,186</b>	<b>\$11,423,566</b>

**Public Safety Realignment Fiscal Year 2013-14 (Year 3) Plan  
Board Item - Attachment "F" - Sample CCP Monthly Data Report**

Data Element	Prior Month Cumulative Oct-11 thru Feb-13	Current Month Change Mar-13	Current Month Cumulative Mar-13	Source
<b>Post-Release Community Supervision Population</b>				
<b>PRCS Intake - Total Count</b>	<b>379</b>	<b>17</b>	<b>396</b>	<i>Probation</i>
PRCS Completed Term (Successful)	38	5	43	<i>Probation</i>
PRCS Terminated (Unsuccessful)	11	1	12	<i>Probation</i>
Transfers Out of County	28	2	30	<i>Probation</i>
Other Status/Attrition	35	(4)	31	<i>Probation</i>
<b>Total Active Count PRCS (Month-End Snapshot)</b>	<b>267</b>	<b>13</b>	<b>280</b>	<i>Probation</i>
- INS Hold/Deported Status (included in Total Active Count)	37	2	39	<i>Probation</i>
- Inter-State Compact Arrangements (included in Total Active Count)	1	2	3	<i>Probation</i>
<b>Flash Incarcerations - Total Occurrences</b>	<b>259</b>	<b>20</b>	<b>279</b>	<i>Probation</i>
<b>Flash Incarcerations - Total Individuals</b>	<b>119</b>	<b>10</b>	<b>129</b>	<i>Probation</i>
- Individuals with Single Flashes	46	6	52	<i>Probation</i>
- Individuals with Repeat/Multiple Flashes	73	4	77	<i>Probation</i>
<b>Formal Revocations - Total Occurrences</b>	<b>94</b>	<b>12</b>	<b>106</b>	<i>Probation</i>
<b>Formal Revocations - Total Individuals</b>	<b>72</b>	<b>9</b>	<b>81</b>	<i>Probation</i>
- Individuals with Single Revocations	55	7	62	<i>Probation</i>
- Individuals with Repeat/Multiple Revocations	17	2	19	<i>Probation</i>
<b>New Offenses - Total Individuals</b>	<b>92</b>	<b>5</b>	<b>97</b>	<i>Probation</i>
<b>New Offenses - Total Case Count</b>	<b>136</b>	<b>11</b>	<b>147</b>	<i>Probation</i>
- Misdemeanor	60	5	65	<i>Probation</i>
- Felony	44	4	48	<i>Probation</i>
- Both Felony & Misdemeanor	32	2	34	<i>Probation</i>
<b>New Offenses - Case Count by Outcome</b>	<b>136</b>	<b>11</b>	<b>147</b>	<i>Probation</i>
- Discharged	19	1	20	<i>Probation</i>
- Dismissed	13	3	16	<i>Probation</i>
- Convicted (Pending Sentencing)	2	0	2	<i>Probation</i>
- Conditional Sentence	16	1	17	<i>Probation</i>
- Probation (Conditional or Formal)	6	0	6	<i>Probation</i>
- 1170h Sentence (Jail Only)	3	0	3	<i>Probation</i>
- 1170h Sentence (Split)	6	0	6	<i>Probation</i>
- Jail Sentence	45	2	47	<i>Probation</i>
- Prison Sentence (CDCR)	11	1	12	<i>Probation</i>
- Other (Credit for Time Served, Failure to Appear, etc.)	6	1	7	<i>Probation</i>
- Pending Resolution	9	2	11	<i>Probation</i>
<b>New Offenses - Case Count by Arresting Agency</b>	<b>136</b>	<b>11</b>	<b>147</b>	<i>Probation</i>
- California Highway Patrol	3	0	3	<i>Probation</i>
- Healdsburg Police	2	0	2	<i>Probation</i>
- Magnet (Gang/Multi-Agency)	7	0	7	<i>Probation</i>
- Petaluma Police	12	0	12	<i>Probation</i>
- Rohnert Park	10	0	10	<i>Probation</i>
- Santa Rosa Junior College	3	0	3	<i>Probation</i>
- Santa Rosa Police	49	7	56	<i>Probation</i>
- Sebastopol Police	5	0	5	<i>Probation</i>
- Sonoma (City) Police	2	0	2	<i>Probation</i>
- Sonoma County Sheriff	38	3	41	<i>Probation</i>
- Windsor Police	5	1	6	<i>Probation</i>
<b>Warrants Issued - Total Count</b>	<b>269</b>	<b>17</b>	<b>286</b>	<i>Probation</i>
<b>Warrants Issued - Total Individuals</b>	<b>150</b>	<b>5</b>	<b>155</b>	<i>Probation</i>
- Individuals with Single Warrants	91	2	93	<i>Probation</i>
- Individuals with Repeat/Multiple Warrants	59	3	62	<i>Probation</i>
<b>Individuals with Active Warrants</b>	<b>71</b>	<b>(2)</b>	<b>69</b>	<i>Probation</i>
<b>Inmates Serving Jail Time on a PRCS Violation Only (Month-End Snapshot)</b>	<b>14</b>	<b>4</b>	<b>18</b>	<i>Sheriff</i>

**Public Safety Realignment Fiscal Year 2013-14 (Year 3) Plan  
Board Item - Attachment "F" - Sample CCP Monthly Data Report**

Data Element	Prior Month Cumulative Oct-11 thru Feb-13	Current Month Change Mar-13	Current Month Cumulative Mar-13	Source
<b>1170(h) Population</b>				
<b>Total Sentenced</b>	<b>273</b>	<b>11</b>	<b>284</b>	<i>Probation</i>
- Jail Only Sentences	102	4	106	<i>Probation</i>
- Split Sentences	171	7	178	<i>Probation</i>
<b>1170(h) In-Custody (Month-End Snapshot)</b>	<b>169</b>	<b>(2)</b>	<b>167</b>	<i>Sheriff</i>
<b>1170(h) Released from Custody to Mandatory Supervision</b>	<b>71</b>	<b>9</b>	<b>80</b>	<i>Probation</i>
- Completed Term Successfully	9	2	11	<i>Probation</i>
- Terminated Unsuccessful	3	4	7	<i>Probation</i>
- Transfers Out of County	0	1	1	<i>Probation</i>
<b>Active Mandatory Supervision (Month-End Snapshot)</b>	<b>59</b>	<b>2</b>	<b>61</b>	<i>Probation</i>
<b>New Offenses While Under Mandatory Supervision - Total Individuals</b>	<b>5</b>	<b>0</b>	<b>5</b>	<i>Probation</i>
<b>New Offenses - Total Case Count</b>	<b>5</b>	<b>1</b>	<b>6</b>	<i>Probation</i>
- Misdemeanor	1	1	2	<i>Probation</i>
- Felony	2	0	2	<i>Probation</i>
- Both Felony & Misdemeanor	2	0	2	<i>Probation</i>
<b>New Offenses - Case Count by Outcome</b>	<b>5</b>	<b>1</b>	<b>6</b>	<i>Probation</i>
- Jail Sentence	4	0	4	<i>Probation</i>
- Pending Resolution	1	1	2	<i>Probation</i>
<b>Warrants Issued - Total Count</b>	<b>15</b>	<b>1</b>	<b>16</b>	<i>Probation</i>
<b>Warrants Issued - Total Individuals</b>	<b>12</b>	<b>0</b>	<b>12</b>	<i>Probation</i>
- Individuals with Single Warrants	10	(1)	9	<i>Probation</i>
- Individuals with Repeat/Multiple Warrants	2	1	3	<i>Probation</i>
<b>Individuals with Active Warrants (Month-End Snapshot)</b>	<b>4</b>	<b>(1)</b>	<b>3</b>	<i>Probation</i>
<b>Parole Violations</b>				
Inmates Serving Jail Time on a Parole Violation Only (Month-End Snapshot)	39	(8)	31	<i>Sheriff</i>
<b>Day Reporting Center (Contract with BI, Inc)</b>				
<b>DRC Intake - Total Count</b>	<b>370</b>	<b>25</b>	<b>395</b>	<i>BI, Inc.</i>
- Discharged/Terminated/Absconded/Transferred	204	32	236	<i>BI, Inc.</i>
- Completed Program (Moved into Aftercare)	17	2	19	<i>BI, Inc.</i>
- Completed Aftercare	2	4	6	<i>BI, Inc.</i>
<b>Total Active Client Count (Month-End Snapshot)</b>	<b>149</b>	<b>(9)</b>	<b>140</b>	<i>BI, Inc.</i>
- <u>Phase 1</u> : Assessment, Behavior Change Plan, MRT thru Step 3, Employment Readiness.	91	(10)	81	<i>BI, Inc.</i>
- <u>Phase 2</u> : MRT thru Step 8, Verifiable Employment/Full-time student, Establish Community Connections.	45	2	47	<i>BI, Inc.</i>
- <u>Phase 3</u> : Complete all groups, MRT through Step 12, obtain stable income and housing.	13	(1)	12	<i>BI, Inc.</i>
<b>Total Active Client Count (Month-End Snapshot)</b>	<b>149</b>	<b>(9)</b>	<b>140</b>	<i>BI, Inc.</i>
- PRCS	64	(6)	58	<i>Probation</i>
- 1170h	20	1	21	<i>Probation</i>
- Felony Probation	65	(4)	61	<i>Probation</i>
<b>Electronic Monitoring Program (Contract with Sentinel)</b>				
<b>Sheriff</b>				
<b>Total Participant Intake</b>	<b>230</b>	<b>18</b>	<b>248</b>	<i>Sheriff</i>
<b>Total Participants Discharged or Terminated</b>	<b>199</b>	<b>12</b>	<b>211</b>	<i>Sheriff</i>
- Participants Discharged (Successful Completion)	180	11	191	<i>Sheriff</i>
- Participants Terminated (Unsuccessful)	19	1	20	<i>Sheriff</i>
<b>Active Participants (Month-End Snapshot)</b>	<b>31</b>	<b>6</b>	<b>37</b>	<i>Sheriff</i>
<b>Probation</b>				
<b>Total Participant Intake</b>	<b>119</b>	<b>14</b>	<b>133</b>	<i>Sentinel</i>
<b>Total Participants Discharged or Terminated</b>	<b>94</b>	<b>10</b>	<b>104</b>	<i>Sentinel</i>
- Participants Discharged (Successful Completion)	66	7	73	<i>Sentinel</i>
- Participants Terminated (Unsuccessful)	28	3	31	<i>Sentinel</i>
<b>Active Participants (Month-End Snapshot)</b>	<b>25</b>	<b>4</b>	<b>29</b>	<i>Sentinel</i>



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 45**

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

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

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Brad Sherwood / 547-1927

**Supervisory District(s):**

All Districts

**Title:** Russian River Compact Signatory Request

### **Recommended Actions:**

Adopt a resolution of the Board of Directors of the Sonoma County Water Agency and the Board Of Supervisors of the County of Sonoma, State of California, approving the Russian River Compact (Compact); and authorizing and directing the chair to sign the Compact.

### **Executive Summary:**

Staff recommends that the Sonoma County Water Agency (Water Agency) and County of Sonoma (County) become signatories to the Russian River Compact (Compact). The Compact is statement of principles that will be used by a coalition of Russian River Watershed (Watershed) governmental and non-governmental entities to collaborate on science-based restoration and enhancement projects to restore and enhance the entire Watershed so that it can support thriving bio-diverse populations, be resilient in the face of changing climate conditions, withstand damaging floods, provide clean water, and support a sustainable economy.

### **BACKGROUND**

The Compact was developed in the fall of 2012 after several strategic planning meetings were held with the Natural Resources Conservation Service and other governmental and non-governmental entities representing the upper and lower Watershed. From these meetings, an Executive Committee was formed to draft the Compact and develop a strategic work plan. Members of the Executive Committee include Sonoma County Supervisors and Water Agency Directors Efren Carrillo and Mike McGuire; Mendocino County Supervisors Carre Brown and Dan Hamburg; Representatives from Congressmen Jared Huffman and Mike Thompson's Offices; Representatives from Assemblyman Wesley Chesbro and State Senator Noreen Evans' Offices; Representatives from Watershed resource conservation districts; agricultural interests including private landowners; and representatives from Watershed non-profit organizations.

The Water Agency entered into an agreement with California State University's Center for Collaborative Policy to coordinate the Executive Committee, finalize the Compact, and develop a strategic work plan. The Compact is now finalized and Executive Committee members are seeking signatories. Other signatories to the Compact will include the County of Mendocino and Executive Committee members.

The Compact does not require the funding or approval of any particular project or program by the County or Water Agency. The Compact outlines the following seven major principles which signatories will agree to adhere to when working on projects within the Russian River watershed. These principles include:

1. **Cooperation and Coordination** – Sharing combined knowledge and resources to develop projects that have the best lasting long-term impacts, add value to major recovery goals, reduce duplication, and cut costs.
2. **Good Science** – Using science to prioritize, develop, implement, and monitor policies and projects to ensure long term success.
3. **Gap Analysis and Prioritization** – Endeavoring to determine both what needs to be done to maximize natural and public benefits, and when it should be done.
4. **Stakeholder Involvement** – Working to involve property owners, public and non-profit agencies, environmental advocates and residents in the support design and implementation of projects.
5. **Public Review and Transparency** – Providing the public with information and avenues for input on proposed projects.
6. **Adaptation** – Projects will serve the present but always look to the future. Projects will be monitored and be revisited in response to unanticipated consequences or dramatic shifts in the watershed's environment.
7. **Multi-Agency Cooperation** – Striving to bridge cultural differences between public agencies and coordinate permitting and oversight in order to ensure that projects fit within Water Agency goals, recovery plans, legal mandates, and regulations - and to ensure that they are completed in a timely manner.

The Compact identifies multiple benefits that will come from following these principles:

1. **Comprehensive approach** – Arrive at a more comprehensive approach to watershed restoration and management by setting science-based restoration and enhancement priorities and ensuring that projects do not have conflicting goals;
2. **Set priorities** – Ensure that more urgent restoration projects get priority status;
3. **Information sharing** – Exchange data, expertise, cost-saving strategies, resources and local lore to ensure better projects are delivered quickly;
4. **Building trust** – Build trust between landowners, regulators and funding agencies so that differences can be expeditiously resolved without expensive litigation;
5. **Leverage funding** – Take advantage of federal, state and private grant programs that encourage or require cooperative partnerships to encourage economic benefits and leverage funding;
6. **Share expertise** – Combine individual strengths of Compact partners to achieve restoration goals, i.e. Resource Conservation District landowner communication and restoration

experience; public agency familiarity with political and bureaucratic processes; land trusts' conservation easement and funding expertise; environmental groups' knowledge and advocacy skills;

7. **Better communication** – Increase communication between diverse Russian River stakeholders so that all share a basic understanding of others intentions, policies and issues;
8. **Legislative outreach** – Provide a common front to approach elected representatives to champion legislation and policies that support restoration goals;
9. **Regulatory interaction** – Provide ongoing communication with regulators to achieve better projects, reduce chances for surprises and result in quicker permit approvals;
10. **National and state awareness** – Increase the chances, through good organization, effective outreach and a strong track record, that Watershed projects will be able to attract funders on state-wide and national levels.

The strategic work plan is currently being developed and will be finalized once signatories to the Compact have been secured. The strategic work plan will include working groups to develop a gap analysis map of habitat restoration projects within the Watershed and principles for developing regulatory reform/streamlining opportunities.

**Prior Board Actions:**

None.

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

This supports Goal 2 because the Russian River Compact is a pledge to work cooperatively to restore and enhance the 1500 square mile Russian River watershed. The County and Water Agency are working to restore and enhance habitat for endangered species of fish in the Russian River Watershed through the Russian River Biological Opinion.

Water Agency Organizational Goals and Strategies, Goal 3: Increase outreach to community and employees.

**Fiscal Summary - FY 12-13**

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

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

None.



<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Resolution (R1); Russian River Compact (A1)			
<b>Related Items “On File” with the Clerk of the Board:</b>			
Russian River Compact (4 Copies)			

DT: \\FILESERVER\DATA\CL\AGENDA\MISC\06-04-2013 WA RUSSIAN RIVER  
COMPACT\_SUMM.DOCM

CF/45-11-21 AMONG PARTIES (RUSSIAN RIVER COMPACT) TW No (ID 4677



# County of Sonoma

## State of California

---

Date: June 4, 2013

Item Number: \_\_\_\_\_

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

Santa Rosa, California

---

4/5 Vote Required

---

**Concurrent Resolution Of The Board of Directors Of The Sonoma County Water Agency And The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Russian River Compact And Authorizing And Directing The Chair to Sign the Compact**

**Whereas**, the Russian River Compact was developed in the fall of 2012 with the Natural Resources Conservation Service and other governmental and non-governmental entities representing the upper and lower Russian River Watershed and is a pledge to work cooperatively to restore and enhance creeks, streams, and rivers within the 1500 square mile Russian River Watershed; and

**Whereas**, members of the Executive Committee include Sonoma County Supervisors and Water Agency Directors Efren Carrillo and Mike McGuire; Mendocino County Supervisors Carre Brown and Dan Hamburg; Representatives from Congressmen Jared Huffman and Mike Thompson's Offices; Representatives from Assemblyman Wesley Chesbro and State Senator Noreen Evans' Offices; Representatives from Russian River Watershed resource conservation districts; agricultural interests including private landowners; and representatives from Russian River Watershed non-profit organizations; and

**Whereas**, the Water Agency entered into an agreement with California State University's Center for Collaborative Policy to coordinate the Executive Committee, finalize the Compact, and develop a strategic work plan; and

**Whereas**, the Compact is now finalized and Executive Committee members are seeking signatories; and

**Whereas**, the Compact represents a statement of principles and does not obligate County of Sonoma or the Sonoma County Water Agency to take any specific action, or to fund, support, or approve any particular project or program.

**Now, Therefore, Be It Resolved**, that the Board of Directors of the Sonoma County Water Agency and the Board of Supervisors of the County of Sonoma hereby approve the Russian River Compact; and

**Be it Further Resolved**, that the Chair of the Board of Directors of the Sonoma County Water Agency and the Board of Supervisors of the County of Sonoma is authorized and directed to execute the Russian River Compact; and

**Be It Further Resolved**, that as signatories, the Water Agency and County agree to follow the principles outlined within the Compact when developing and implementing Watershed restoration or enhancement projects in the Russian River Watershed.

**Directors:**

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

**So Ordered.**

**Supervisors:**

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

**So Ordered.**

*FINAL*  
*4/24/13*

## **Russian River Compact**

The health of the Russian River and its tributaries is vital to all that live within the watershed's boundaries, and untold others who benefit from its waters.

The Russian River watershed system is a living ecosystem that binds the natural and human communities of the North Bay providing fresh water for 600,000 people; irrigation for the region's diverse agriculture (including our world class wine industry and growing organic sector); recreation and inspiration for residents and visitors; and habitat for a multitude of species.

The Russian River is a microcosm of California's rivers: Its natural flows have been harnessed; its waters diverted, impounded and drained; its tributaries obstructed; its riverbed and banks altered. Over the years, innumerable projects have sometimes provided benefits, but taken together have resulted in extensive degradation of the river system. Today three salmon species – prime indicators of the River's health – are threatened or endangered.

In these difficult economic times, one of the few certainties is that major accomplishments can only be reached through partnerships. We have a mutual interest in the restoration and enhancement of the Russian River Watershed so that it can support thriving bio-diverse populations, be resilient in the face of changing climate conditions, withstand damaging floods, provide clean water and support a sustainable economy. The Russian River Compact sets forth the principles we will use to develop science-based restoration and enhancement projects to reach that goal.

Those seven major principles are:

- **Cooperation and Coordination.** We will share our knowledge and resources to develop projects that have the best lasting long-term impacts, add value to major recovery goals, reduce duplication, and cut costs.

- **Good Science.** We will use science to prioritize, develop, implement and monitor projects to ensure long term success.
- **Gap Analysis and Prioritization.** We will endeavor to determine both what needs to be done to maximize natural and public benefits, and when it should be done.
- **Stakeholder Involvement.** We will cooperate with landowners, public and non-profit agencies, environmental advocates and residents in the support, design and implementation of projects.
- **Public Review and Transparency.** We will provide the public with information and avenues for input on proposed projects.
- **Adaptation.** Our projects will serve the present but always look to the future. Projects will be monitored and be revisited in response to unanticipated consequences or dramatic shifts in the watershed's environment.
- **Multi-Agency Cooperation.** We will strive to bridge cultural differences between public agencies in order to ensure that projects fit within agencies' goals, recovery plans, legal mandates, and regulations, and will coordinate with the regulatory agencies to develop a streamlined permitting program to overcome permitting barriers.

We recognize that our goals are ambitious and challenging, and require the sustained efforts of many individuals and organizations over many years. We join together as stakeholders and advocates, experts and professionals, and simply as people who share a love of our place on Earth.

**Signatories to the Russian River Compact**

\_\_\_\_\_  
**MENDOCINO COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SONOMA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
**DATE**

**SONOMA COUNTY WATER AGENCY**

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

\_\_\_\_\_  
**CALIFORNIA LAND STEWARDSHIP INSTITUTE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**GOLD RIDGE RESOURCE CONSERVATION DISTRICT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**MENDOCINO COUNTY RUSSIAN RIVER FLOOD**

\_\_\_\_\_  
**DATE**

**CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT**

\_\_\_\_\_  
**MENDOCINO RESOURCE CONSERVATION DISTRICT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**POTTER VALLEY IRRIGATION DISTRICT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**REDWOOD VALLEY COUNTY WATER DISTRICT**

\_\_\_\_\_  
**DATE**

---

**RUSSIAN RIVERKEEPER**

---

**DATE**

---

**RUSSIAN RIVER WATERSHED ASSOCIATION**

---

**DATE**

---

**SOTOYOME RESOURCE CONSERVATION DISTRICT**

---

**DATE**

---

**UNITED WINEGROWERS FOR SONOMA COUNTY**

---

**DATE**

## Russian River Compact Benefits

The Russian River Compact is a pledge to work cooperatively and be guided by seven major principles when developing programs and projects to restore and enhance creeks, streams, and rivers in the 1500 square mile Russian River watershed. Working together, signatories of the Compact will benefit the watershed, themselves, partners and the public as they:

1. **Comprehensive approach:** Arrive at a more comprehensive approach to watershed restoration and management by setting science-based restoration and enhancement priorities and ensuring that projects do not have conflicting goals
2. **Set priorities:** Ensure that more urgent restoration projects get priority status.
3. **Information sharing:** Exchange data, expertise, cost-saving strategies, resources and local knowledge to ensure better projects are delivered quickly.
4. **Building trust:** Build trust between landowners, regulators and resource agencies so that differences can be expeditiously resolved without expensive litigation.
5. **Leverage funding:** Take advantage of federal, state, local and private grant programs that encourage or require cooperative partnerships to encourage economic benefits and leverage funding.
6. **Share expertise:** Combine individual strengths of Compact partners to achieve restoration goals, i.e. RCD landowner communication and restoration experience; public agency familiarity with political and bureaucratic processes; land trusts' conservation easement and funding expertise; environmental groups' knowledge and advocacy skills.
7. **Better communication:** Increase communication between diverse Russian River stakeholders so that all share a basic understanding of others intentions, policies and issues.
8. **Legislative outreach:** Provide a common front to approach elected representatives to champion legislation and policies that support restoration goals.
9. **Regulatory interaction:** Provide ongoing communication with regulators to achieve better projects, reduce chances for surprises and result in quicker permit approvals.
10. **National and state awareness:** Increase the chances, through good organization, effective outreach and a strong track record, that Russian River watershed projects will be able to attract funders on state-wide and national levels.





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 46**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-4700; Mike Kennedy, 565-5157

**Supervisorial District(s):**

Countywide

**Title:** Health Services Appointment of Licensed Clinical Social Worker Extra-Help

### **Recommended Actions:**

Pursuant to Government Code §7522.56 and required findings, certify that appointment of Ms. Baldwin as a Licensed Clinical Social Worker (Retiree Extra-Help) is necessary to fill a critically needed position within 180 days of her retirement and approve her hiring date as early as June 5, 2013.

### **Executive Summary:**

Pursuant to the California Public Employees' Pension Reform Act of 2013, the Department of Health Services may hire an employee who has retired from the Department of Health Services within 180 days after the date of that employee's retirement if the retired person has skills needed to perform work of limited duration and the Board certifies, in a public meeting via regular calendar, the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed (Government Code §7522.56(c) and §7522.56 (f)(1)). To be eligible for such appointment, the employee must not have accepted a retirement incentive upon their retirement (Government Code §7522.56(g)). Further, such an employee may work no more than 960 hours per year (Government Code §7522.56(d)).

Julie Baldwin, Licensed Clinical Social Worker (LCSW), retired on March 18, 2013. She has been employed with Sonoma County Behavioral Health since October 7, 1997 and has been a 32 hour a week clinician in the Conditional Release Program (CONREP) for 3 years. The Department expected to fill this position promptly, however, an appropriate candidate has not yet been hired. The appointment to return Ms. Baldwin as an extra-help employee is critical to maintaining community safety and in meeting requirements as designated by the State of California Department of State Hospitals. Sonoma County CONREP is allocated 1.8 full-time permanent clinical staff. The retirement of Ms. Baldwin has resulted in only 1.0 full-time permanent clinical staff remaining at CONREP. This creates an unsustainable burden on staff to meet caseload requirements. As such, it is recommended for her to return in order to ensure continued success of the program, consistent level of service, and public safety. During her approximate eight-week term as an extra-help employee, Ms. Baldwin will continue to manage her caseload as she assists in training her replacement. This return of Ms. Baldwin within 180 days of retirement is in

compliance with the County policy regarding the required break in service.

CONREP is a state contract program which began operation on January 1, 1986. The goal of CONREP is to ensure greater public protection in California communities via an effective and standardized community outpatient treatment program. CONREP is a program for persons found by the court to be Not Guilty By Reason Of Insanity, Incompetent to Stand Trial, Mentally Disordered Sex Offenders, Mentally Disordered Offenders who are released from maximum security hospitals and placed on parole and Mentally Disordered Offenders on civil commitments. These clients have committed very serious and violent felonies including murder, assault with a deadly weapon, kidnapping and rape. Many of the clients are well known to local mental health providers in their home counties, having been in and out of treatment for years. The typical CONREP client is male and between the ages of 18-44 with severe mental disorders and arrest histories.

Virtually all clients in CONREP have experienced long court-directed state hospitalizations at Napa State Hospital, Atascadero State Hospital, Coalinga State Hospital and Patton State Hospital. When released into outpatient the client agrees to extensive court ordered terms and conditions that they must adhere to. It is incumbent on the staff to monitor these conditions and follow all of the state mandated requirements. CONREP staff are required to be on-call 24-hours per day in order to maintain public safety and to ensure that the client is psychiatrically stable, properly housed and receiving all of the treatment necessary for recovery.

On average, there are approximately 45 clients in the state hospitals that need to be seen every 6 months and an extensive report is required as to their progress and readiness for outpatient. Clients that are in outpatient require twice a month home visits and collateral contacts. Random UA testing and monitoring clients' use of drugs and alcohol is done on a daily basis. Clients are mandated to participate in individual and group therapy on a weekly basis. Staff are subpoenaed regularly and there are yearly required appearances in court for updates and continued treatment.

The Department is in the process of filling Ms. Baldwin's vacancy and anticipates filling the position within the next month. With the goal of maintaining public safety and sustaining a consistent level of services and supervision for the CONREP program the Department would like to utilize Ms. Baldwin's 15 years of experience as an LCSW with the Department of Health Services and have her continue to work as an extra-help LCSW assigned to CONREP and facilitate the training of the new clinician that will be assigned to the CONREP program.

In accordance with Government Code Section 7422.56, the Department of Health Services is asking the Board certify as follows:

- Ms. Baldwin's appointment to Licensed Clinical Social Worker is necessary to fill a critically needed position within 180 days of her retirement date;
- Ms. Baldwin did not accept retirement incentive upon her retirement; and
- Ms. Baldwin's appointment shall not exceed 960 hours per fiscal year.

If the Board of Supervisors makes the foregoing certifications, Ms. Baldwin will be hired as of June 5, 2013 as a Licensed Clinical Social Worker, Retiree Extra-Help. It's anticipated that Ms. Baldwin's assistance will require her to work approximately 16 hours per week for an estimated 8 weeks. Ms. Baldwin will not work more than 960 hours in a fiscal year. Sonoma County Human Resources was consulted and is supportive of the recommended action.

<b>Prior Board Actions:</b>			
None			
<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
The certification of this request will allow the Department of Health Services to continue to provide core services within the Department's Conditional Release Program thereby supporting the safety of employees and the community.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 5,200	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 5,200
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 5,200</b>	<b>Total Sources</b>	<b>\$ 5,200</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
LCSW Extra-Help expenditures will be offset by salary savings.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
Licensed Clinical Social Worker - Extra-Help	\$5,270 - \$6,406		
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
This is an Extra-Help appointment; no permanent allocations are being added.			
<b>Attachments:</b>			
None			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 47**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisor

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Gail Goring 565-5869

**Supervisorial District(s):**

All

**Title:** Approval of Judith Merrin as Retiree Extra Help

### **Recommended Actions:**

Pursuant to Government Code § 7522.56 and required findings, certify that appointment of Judith Merrin as an Admin Service Officer I (Retiree Extra Help) is necessary to fill a critically needed position within 180 days of her retirement and approve her hiring date as early as June 4, 2013.

### **Executive Summary:**

There are numerous facility projects pending in the Human Services Department that need constant monitoring and follow-up. Successor to retiree has not yet been hired. The hiring of this retiree meets the County policy regarding a break in service based on retirement age.

#### Background

Pursuant to the California Public Employees' Pension Reform Act of 2013, Sonoma County may hire an employee who has retired from the County within 180 days after the date of that employee's retirement if the retired person has skills needed to perform work of limited duration and the Board certifies, in a public meeting via regular calendar, the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed. (Government Code §7522.56(c) and §7522.56 (f)(1)) To be eligible for such appointment, the employee must not have accepted a retirement incentive upon their retirement. (Government Code §7522.56(g)) Further, such an employee may work no more than 960 hours per year. (Government Code §7522.56(d))

#### Staffing Need

Admin Services Officer I, Judith Merrin gave notice in January 2013 and retired from Sonoma County Human Services employment on April 29, 2013. Recruitment for her position began 2/4/13 through County Human Resources. A candidate is in background and could start as early as June 4, 2013. Her appointment to return as Extra-Help is critical to the successful completion of approximately 49 facility projects including two major lease expansions that were part of the Unmet Need Board Item the Department brought to your Board on November 13, 2012. Prior to retirement, Ms. Merrin was the

facilities manager involved in all of the decisions and tasks performed on these projects. Due to the complexity of these projects, Ms. Merrin's experience will facilitate timely completion of the projects, enabling the Department to meet critical lease and spacing deadlines for new and existing staff. Meeting these deadlines will require expedient management that cannot be provided by other Human Services staff. Current staff has been trained in her duties, but there are too many new and on-going projects for them to cover along with their other duties. The retiree has in-depth knowledge about the types of projects, where we are in each process, who to interact with to complete each project which varies with the type of project, and the next steps to take for completion of the projects. This is very specialized position that other individuals within the department only have partial knowledge of and had to be recruited with a specialized recruitment. This specialized recruitment took longer than anticipated even though the department decided to forgo an Oral Board to speed the process.

Ms. Merrin's tenure as extra help will end after 960 hours or when her replacement can be hired and trained on the existing projects, whichever is sooner.

**Prior Board Actions:**

None

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

There are numerous facility projects pending in the Human Services Department that need constant monitoring and follow-up. Successor to retiree has not yet been hired. Extra-help hiring will enable the Department to meet critical lease and spacing deadlines for new and existing staff.

**Fiscal Summary - FY 12-13**

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

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

Cost of the extra help retiree position is approximately \$35,701 assuming full usage of 960 hours. Funding for position will be paid from salary savings associated with the delay in recruitment.

**Staffing Impacts**

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Job Class 0827	\$34.86	0	0

Admin Services Officer I			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
This is an Extra Help appointment; no permanent allocations are being added.			
<b>Attachments:</b>			
None			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 48**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Susan Klassen, 707-565-2231

**Supervisory District(s):**

Fifth Supervisorial District

**Title:** Salmon Creek Water District Financing- First Read

**Recommended Actions:**

Conduct hearing pursuant to Proposition 218 majority protest procedures for the Salmon Creek Water District to determine if there is a majority protest related to specified proposed rate increases for providing water service. If no majority protest exists, introduce and consider for adoption at the June 18, 2013, meeting of the Board, an Ordinance amending Ordinance No. 4024, as amended, of the Board of Supervisors for the Salmon Creek Water District for rate increases needed to fund the additional expenses of the District and water system for provision of water service. Adopt resolution levying the charges and approving collection on the tax roll.

**Executive Summary:**

In CSA No. 41 Salmon Creek Water District ("District") water service is billed to each property owner or tenant (99 customers) monthly and consists of two components: the meter charge and a water usage component. During budget preparation the revenue from the sale of water is estimated each year using the average water bill, which is derived from the base rate for a 5/8" service meter plus the average water usage charge.

Staff is recommending approval of the amendment to the Ordinance No. 4024, as amended, of the Board of Supervisors for the District approved on February 1, 2011 consisting of adjustments to the water service charges for operations and maintenance of the water system. Proposed fees would be effective thirty (30 days) after the second reading and adoption of the amended Ordinance governing the District which is scheduled for June 18, 2013. The following table summarizes the current rates and the proposed rates:

**Salmon Creek Water District Proposed Water Rates**

	July 2012	July 2013	July 2014	July 2015
<b>Monthly Meter Charge</b>				
5/8" meter	\$ 38.36	\$ 60.00	\$ 61.80	\$ 63.65

1" meter	\$ 39.95	\$ 62.32	\$ 64.19	\$ 66.12
1-1/2" meter	\$ 41.94	\$ 65.43	\$ 67.40	\$ 69.42
2" meter	\$ 43.92	\$ 68.51	\$ 70.57	\$ 72.69
<b>Water Usage Rates</b>				
per 100 ft <sup>3</sup> for the first 2,000 ft <sup>3</sup> /ESD	\$ 10.43	\$ 11.75	\$ 12.69	\$ 13.70
per 100 ft <sup>3</sup> for 2,001 ft <sup>3</sup> to 2,700 ft <sup>3</sup> /ESD	\$ 13.11	\$ 14.77	\$ 15.95	\$ 17.23
per 100 ft <sup>3</sup> for 2,701 ft <sup>3</sup> and above/ESD	\$ 23.35	\$ 26.30	\$ 28.41	\$ 30.68
<i>Note: Rates do not include the annual inflationary increase authorized by the current Ordinance. The CPI has not yet been published by the Bureau of Labor Statistics as of the preparation of this notice.</i>				

In addition to these proposed monthly rates, the amendment to Ordinance 4024, as amended, includes an annual repayment charge (“Charge”) on each parcel for the U.S. Department of Agriculture (“U.S.D.A.”) loan/grant application, approved in the amount of \$1,305,000, consisting of a grant in the amount of \$513,000 and a loan in the amount of \$987,000 (the “U.S.D.A. Loan”). In addition to financing the U.S.D.A. Project, the U.S.D.A. Loan will refinance the State Department of Water Resources loan that was funded under the California Safe Drinking Water Bond Law of 1984, and the Charge will replace the existing state loan repayment charge. The Charge also provides for repayment of any supplemental loan that may be obtained from U.S.D.A. The following table summarizes the components of the Charge:

<b>Annual U.S.D.A. Loan Repayment Charge Breakdown</b>			
	Year 1	Year 2 to Year 10	Year 11 to Year 40
Annual Loan Repayment Fee (Interest Only in Year 1)	\$274.17	\$412.51	\$412.51
Annual Debt Service Reserve Fee	12.97	12.97	0
Annual Paying Agent Fee	15.15	15.15	15.15
Special Projects Water Fund Bridge Loan Interest Payment for Fiscal Year 11-12	56.96	0	0
Special Projects Water Fund Bridge Loan Interest Payment for Fiscal Year 12-13	101.01	0	0
Special Projects Water Fund Bridge Loan Interest Payment for Fiscal Year 13-14	125.25	0	0
<b>Total Loan Repayment Charge</b>	<b>\$585.51</b>	<b>\$440.63</b>	<b>\$427.66</b>

The Charge for repayment of the U.S.D.A. Loan(s) will be collected on the annual property tax bill in the same manner, by the same persons, and at the same time as, together with and not separately from the general taxes



of the County. The details of this Charge are:

1. *Annual Loan Repayment*: The U.S.D.A. Loan(s) is a 40-year obligation. For the first year of the obligation, the required payment is based on an interest-only payment of \$274.17 per parcel. For subsequent years (years 2 through 40) of the obligation, the required payment is \$412.51 per year, per parcel. Since the annual loan repayment includes refinancing the existing loan, there will be only one loan repayment charge per parcel.
2. *Debt Service Reserve*: The U.S.D.A. Loan requires that the equivalent of one-year payment be set aside in a separate account. Currently \$29.21 is being collected on a monthly basis as a component of the monthly bills. Staff estimates that approximately \$28,000 will be collected as of July 1, 2013. The remaining balance \$12,838.82 (\$12.97 per year per parcel) will be collected during Year 1 through Year 10 providing a full year payment of principal and interest. The current monthly charge of \$29.21 will be discontinued if the amended ordinance is approved.
3. *Paying Agent Fees*: The Auditor-Controller-Treasurer-Tax Collector provides specialized services, including acting as the fiscal agent for paying loans. The annual fee for the U.S.D.A. Loan(s) is \$1,500.00 or \$15.15 for each property.
4. *Special Projects Water Fund "Bridge Loan" Interest Payments*: The Salmon Creek Water District must repay a \$400,000 loan from the County's Special Projects Water Fund for system improvements including design, permitting, land acquisition, and related activities, all of which are anticipated to be reimbursed from the U.S.D.A. Loan. The \$400,000 principal amount will be repaid to the Special Projects Water Fund in November 2014 after construction of the U.S.D.A. Project is complete. Annual interest payments of 1.75% for the bridge loan are to be paid by the end of each fiscal year. Interest payments for fiscal year 2011-12, fiscal year 2012-13, and fiscal year 2013-14 have been budgeted and included in the Charge to be collected in Fiscal Year 2013-14.

The Salmon Creek Water District has an established Community Group that has been involved in each step of the process to secure the U.S.D.A. loan/grant through meetings and electronic communications. In turn, the Community Group has kept the residents informed of the updates and relays comments and questions back to TPW staff. A "Notice to All Property Owners of the CSA #41 Salmon Creek Water District" regarding this public hearing and the proposal to increase water rates was mailed to all property owners and tenants on April 19, 2013 (more than 45 days prior to the public hearing) according to the provisions and requirements of Proposition 218 (Constitution of California, Article XIII D, Section 6 (2)).

This item has been reviewed by County Counsel.

**Prior Board Actions:**

12/11/12: Board approved Resolution No. extending the current bridge loan from the Small Water Systems Loan Assistance Fund to November 30, 2014 and approving a budgetary adjustment in the amount of \$86,000.  
4/17/12: Board approved Resolution No. 12-0180 extending the term of the loan to June 30, 2013, at 3.0% interest, and re-loaning the first payment of \$124,069.48 from the Small Water Systems Loan Assistance Fund.  
2/21/12: Board held a public hearing to consider a use permit and coastal permit for the Salmon Creek Water Collection and Treatment System Improvement Project ("Project") and approved a resolution adopting the mitigated negative declaration and approving the use permit and coastal permit for the Project.  
1/25/11: Proposition 218 public hearings to increase fees to fund additional expenses in Salmon Creek, including the system wide improvements.  
09/28/10: Board authorized the submittal of an application to U.S.D.A. for a grant/loan for system improvements.  
5/18/10: Board approved a resolution authorizing a budgetary adjustment of \$20,000 from the Salmon Creek Water District operations index to the construction index for the professional services agreement to submit the U.S.D.A. pre-application.

<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
Continue providing drinking water that meets the State of California safe drinking water standards to the Salmon Creek Water District community.			
<b>Fiscal Summary - FY 12-13</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
There is no current year fiscal impact. The fee increases will increase water sale revenues from an estimated \$72,434 in FY 12-13 to an estimated \$105,811 to cover the increase costs of operating the new treatment plant. The proposed increases will also be included in the FY 14-15 and FY 15-16 requested budgets.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution; Ordinance amending Ordinance No. 4024, as amended of the Board of Supervisors for the Salmon Creek Water District; Underline/strikeout version of the Ordinance amending Ordinance No. 4024, as amended of the Board of Supervisors for the Salmon Creek Water District; Resolution Levying the Charge on the County of Sonoma Tax Roll.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Notice to All Property Owners of the CSA #41 Salmon Creek Water District. Map of the Salmon Creek Water District. Summary of Ordinance Publication.			



County of Sonoma  
State of California

---

Date: June 4, 2013

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

4/5 Vote Required

---

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Introducing, Reading The Title Of, and Waiving Further Reading Of An Ordinance Of The  
County of Sonoma Amending The CSA No. 41 Salmon Creek Zone of Benefit (formerly known  
as CSA #32) Water System Ordinance No 4024.**

**Whereas**, a proposed ordinance establishing water rates for the CSA No. 41 Salmon Creek Zone of Benefit has been introduced and the title read;

**Now, Therefore, Be It Resolved** that further reading of the ordinance is waived.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE OF THE BOARD OF SUPERVISORS**  
**OF THE COUNTY OF SONOMA AMENDING THE**  
**CSA NO. 41 SALMON CREEK ZONE OF BENEFIT**  
**(FORMERLY KNOWN AS CSA #32)**  
**WATER SYSTEM ORDINANCE NO. 4024**

**THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

***SECTION I.*** The Board of Supervisors hereby finds:

- A. The County is empowered by Health and Safety Code Section 5471 to prescribe, revise, and collect rates and charges for services and facilities furnished by the County in connection with the water system.
- B. Pursuant to Health and Safety Code Section 5471, and as set forth in Article IV of Ordinance No. 4024, as amended by Ordinance Nos. 4202, 4372, 4542, 4677, 4788, 4866, 4944, 5157, 5414, 5478, 5556, 5660, 5786, and 5923 (the "Ordinance"), the County annually levies and collects a loan repayment charge against parcels in the in County Service Area No. 41 Salmon Creek Zone of Benefit ("Salmon Creek"). Such charge is collected on the County tax roll.
- C. The United States Department of Agriculture ("USDA") approved an application for a loan (the "Loan") to the County to implement improvements to the existing water system in connection with providing water service to Salmon Creek.
- D. The current water charges do not generate sufficient revenues to repay the proposed Loan. Therefore, it is necessary to impose a loan repayment charge (the "Charge") upon the properties in Salmon Creek that receive water or water service from the County.
- E. Pursuant to Health and Safety Code Section 5473, the Board of Supervisors may elect to have the Charge collected on the County tax roll in any fiscal year in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County in the manner prescribed by Sections 5473.1 to 5473.11, inclusive, of said Health and Safety Code.
- F. The Board of Supervisors has determined that the Charges should be collected on the County tax roll commencing with fiscal year 2013-14. Pursuant to Section 5473.1 of the Health and Safety Code, the Board of Supervisors has caused a written report entitled, "Salmon Creek Water District User Inventory" and dated April 19, 2013 ("Written Report") to be prepared and filed with the County Clerk containing a description of each parcel of real property within Salmon Creek to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for fiscal year 2013-14.

- G. The Board of Supervisors has determined that in addition to imposing the Charge, it is necessary to increase the water service charges, beginning with July 1, 2013, to yield sufficient revenues to pay the operating expenses for providing water services to Salmon Creek.
- H. On April 19, 2013, pursuant to Section 6 of Article XIID of the California Constitution, the Department of Transportation and Public Works caused a notice of the proposed Charge, the filing of the Written Report and the proposed increase to the water service charges and of the time and place of the hearing thereon to be mailed to the record owner of each Identified Parcel (as defined in Government Code Section 53750) addressed to the names and addresses as they appeared on the last County equalized secured property tax assessment roll available on the date the Written Report was prepared (the "Assessment Roll"), and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the County. In addition, the Department of Transportation and Public Works caused notices to be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the Department of Transportation and Public Works, if different than shown on the Assessment Roll. Each notice described the amount of proposed charges, the basis upon which the amount of the proposed charges were calculated, the reason for the proposed charges, and the date, time and location of a public hearing on the proposed charges. On \_\_\_\_\_, 2013, and \_\_\_\_\_, 2013, the County Clerk further caused a notice of filing of the Written Report and of the time and place of the hearing to be published pursuant to Section 6066 of the Government Code.
- I. On June 4, 2013, at the time and place set forth in the notice, the Board of Supervisors conducted a public hearing on the proposed Charge, the Written Report and the proposed increase to the water service charges and heard and considered all objections and protests thereto. At the close of the public hearing, the Board of Supervisors determined that written protests had not been presented by a majority of owners of the Identified Parcels. In addition, upon the conclusion of the hearing, the Board of Supervisors determined that (i) revenues to be derived from the proposed charges will not exceed the funds required to provide water service, (ii) revenues to be derived from the proposed charges will not be used for any purpose other than to provide water service, (iii) the amount of proposed charges imposed upon any parcel will not exceed the proportional cost of the water service attributable to the parcel, (iv) no proposed charges will be imposed unless water service is actually used by, or immediately available to, the owner of the property in question, and (v) the proposed charges will not be imposed for general governmental services where the service is available to the public at large in substantially the same manner as it is to property owners.

**SECTION II.** Article II. 20 of Ordinance No. 4024, as amended by Ordinance Nos. 4202, 4372, 4542, 4677, 4788, 4866, 4944, 5157, 5414, 5478, 5556, 5660, 5786, and 5923 is amended to read as follows:

## 20. Charges

A. Loan Repayment Charges

The following charges shall be levied upon each parcel of real property that receives water or water service and shall be collected as provided in Article IV:

1. For Fiscal Year 2013-14, an annual loan repayment charge of Five Hundred and Eighty Five Dollars and Fifty One Cents (\$585.51) per parcel is hereby prescribed and established effective July 1, 2013 for the first annual payment on the Loan, including the including the Debt Service Reserve Fee and Paying Agent Fee, and to collect the Special Projects Water Fund Bridge Loan Interest Payments. This fee provides for the following expenses:

Year 1 Annual Repayment Charge Breakdown	
Annual Loan Repayment Fee (Interest Only)	\$274.17
Annual Debt Service Reserve Fee	\$12.97
Annual Paying Agent Fee	\$15.15
Special Projects Water Fund Bridge Loan Interest Payment for Fiscal Year 11-12	\$56.96
Special Projects Water Fund Bridge Loan Interest Payment for Fiscal Year 12-13	\$101.01
Special Projects Water Fund Bridge Loan Interest Payment for Fiscal Year 13-14	\$125.25
<b>Total Loan Repayment Charge</b>	<b>\$585.51</b>

2. An annual loan repayment fee of Four Hundred and Forty Dollars and Sixty Three Cents (\$440.63) per parcel is hereby prescribed and established effective July 1, 2014 for year 2 through year 10 annual payments on the U.S. Department of Agriculture Construction Loan and Grant for the Fiscal Year 14-15 through Fiscal Year 22-23.

Year 2 to Year 10 Annual Repayment Charge Breakdown	
Annual Loan Repayment Fee	\$412.51
Annual Paying Agent Fee	\$15.15
Annual Debt Service Reserve Fee	\$12.97
<b>Total Loan Repayment Charge</b>	<b>\$440.63</b>

3. An annual loan repayment fee of Four Hundred and Twenty Seven Dollars and Sixty Six Cents (\$427.66) per ESD is hereby prescribed and established effective July 1, 2014 for year 11 through year 40 annual payments on the U.S. Department of Agriculture Construction Loan and Grant for the Fiscal Year 23-24 and subsequent fiscal years until full repayment of the U.S.D.A. loan is complete.

Year 11 to Year 40 Annual Repayment Charge Breakdown	
Annual Loan Repayment Fee	\$412.51
Annual Paying Agent Fee	\$15.15

<b>Total Loan Repayment Charge</b>	<b>\$427.66</b>
------------------------------------	-----------------

The Charge spreads the cost of the U.S.D.A. Project equally among all property owners because all property owners benefit equally from the continuous availability of the water system. The Charge will be collected on the County tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**B. Meter Service Charges**

The following meter service charges shall be effective July 1, 2013 and shall be charged each month starting with the July 2013 billing statement:

5/8"x 3/4" Meter	=	\$60.00/Month
1" Meter	=	\$62.32/Month
1½" Meter	=	\$65.43/Month
2" Meter	=	\$68.51/Month

The following meter service charges, plus the Annual Inflationary Increase (CPI) authorized by this ordinance, shall be effective July 1, 2014 and shall be charged each month starting with the July 2014 billing statement:

5/8"x 3/4" Meter	=	\$61.80/Month
1" Meter	=	\$64.19/Month
1½" Meter	=	\$67.40/Month
2" Meter	=	\$70.57/Month

The following meter service charges, plus the Annual Inflationary Increase (CPI) authorized by this ordinance, shall be effective July 1, 2015 and shall be charged each month starting with the July 2015 billing statement:

5/8"x 3/4" Meter	=	\$63.65/Month
1" Meter	=	\$66.12/Month
1½" Meter	=	\$69.42/Month
2" Meter	=	\$72.69/Month

When water service is disconnected due to nonpayment, the Meter Service Charge will continue to accrue until all payments are made.

**C. Water Usage Charges**

The following water usage charge shall be effective July 1, 2013 and shall be added to the meter service charge each month starting with the July 2013 billing statement:

- \$11.75 per 100 cubic feet for the first 2,000 cubic feet per ESD
- \$14.77 per 100 cubic feet for 2,001 to 2,700 cubic feet per ESD

\$26.30 per 100 cubic feet for 2,701 cubic feet and beyond per ESD

The following water usage charge, plus the Annual Inflationary Increase (CPI) authorized by this ordinance, shall be effective July 1, 2014 and shall be added to the meter service charge each month starting with the July 2014 billing statement:

\$12.69 per 100 cubic feet for the first 2,000 cubic feet  
\$15.95 per 100 cubic feet for 2,001 to 2,700 cubic feet  
\$28.41 per 100 cubic feet for consumption over 2,700 cubic feet

The following water usage charge, plus the Annual Inflationary Increase (CPI) authorized by this ordinance, shall be effective July 1, 2015 and shall be added to the meter service charge each month starting with the July 2015 billing statement:

\$13.70 per 100 cubic feet for the first 2,000 cubic feet  
\$17.23 per 100 cubic feet for 2,001 to 2,700 cubic feet  
\$30.68 per 100 cubic feet for consumption over 2,700 cubic feet

The charge will be prorated based upon actual usage as determined by the meter reading. The monthly service charge, in effect, consists of the meter service charge and the water usage charge.

Adjustments: If a meter fails to register water use due to any cause except the nonuse of water, the charge for water will be made on the basis of the average charge per month as described below. In so doing, it will first be ascertained whether the meter functioned properly during such period and whether normal conditions prevailed in regard to use of water at the premises supplied.

If it has been determined that normal conditions prevailed in regard to the use of the water at the premises supplied, an average will be computed using either a twelve (12)-month period, or the total period of service, whichever is shorter. In the preparation of such averaged bills, due consideration will be given to any interruption to the service known to have occurred.

In all other situations where the meter is determined to be not functioning properly, adjustments will be made on an equitable, case-by-case basis, as determined by the Director of the Department of Transportation and Public Works, or designee.

Annual Inflationary Increases: Effective July 1, 2014 and on each July 1 through July 1, 2018, the meter service charges and water usage charges water rates shall be increased by an amount equal to the percentage increase, if any, in the Bureau of Labor Statistics consumer price index for all urban consumers (CPI-U), Series CUUR0000SA0, between April of the then-current year and April of the then-previous year. In no event shall the increase in any particular year exceed five percent (5%).

#### D. Tenant Billing for Service Charges



Upon approval of the Engineer, property owners may have their tenants billed directly for water service charges (water usage and meter service charges). It will be necessary for property owners to fill out a request to do so. The requests are available from the Sonoma County Auditor-Controller water billing personnel and shall include the following:

- a. The property owner will be responsible for any unpaid water charges on the account and agrees to pay the approved reconnection fee, tampering fees, and repair costs, should service be discontinued due to non-payment;
- b. The name and address of the tenant responsible for payment; and
- c. Prior to the tenant's moving, property owner agrees to contact the County to ascertain whether or not there is an outstanding balance on the account.

E. Proration of Charges

Users issued permits shall have the Loan Repayment Charge and the Availability Charge prorated from the first day of the month in which the permit is issued to the last day of the following June. Said charges shall be paid prior to issuance of the permit. The Meter Service Charges shall be prorated from the day the permit was issued to the next monthly billing date. Users, upon connection to the water system, are responsible for all the back years' bond repayment.

F. Annexation Fees

Property owners applying for annexation of parcel(s) on or after the effective date of this ordinance shall pay a flat fee of Four Hundred Dollars and No Cents (\$400.00) plus One Hundred Dollars and No Cents (\$100.00) for each additional connection beyond the first connection for administrative purposes. Payment shall be made to the service area prior to issuance of a permit to connect and to filing a Certificate of Completion of said annexation.

G. Connection Fees

Except as herein otherwise provided, water system connection fees shall be paid by all users and shall be paid prior to issuance of a permit to connect.

All users shall pay a connection fee of \$3,767.71 for each ESD, adjusted by an amount equal to the percentage increase, if any, in the Bureau of Labor Statistics consumer price index for all urban consumers (CPI-U), Series CUUR0000SA0, between April of the then-current year and April of the then-previous year. In no event shall the increase in any particular year exceed five percent (5%).

Users who connect a building to the water system and then later expand their use shall pay an additional connection fee to cover the increased ESD rating and shall

pay said fee prior to the approval of the Building Permit Application by the Sonoma County Department of Transportation and Public Works.

Users who wish to connect a structure which is a replacement of a previously connected like structure destroyed through no fault of user, upon presentation to the Engineer of a valid fire marshal's report or insurance report may have the connection fee waived.

The above Connection Fees are based on average development. Those connections which demand a disproportionately large share of the water supply may be required to pay additional Connection Fees. Said Connection Fees shall be calculated by the Engineer and shall consider actual and/or anticipated demand made by the user as compared to previous capital contributions made by the user in the form of Connection Fees, assessments, service charges, etc.

For subdivisions of land exceeding four (4) lots, or improvements to a single parcel exceeding 10 ESD's, advance Connection Fees shall be required at the time of filing the final map/obtaining the Use Permit. At the time the connections are actually made, said advance Connection Fees shall be credited towards the Connection Fees due at that time.

In addition to the above-listed connection fee, a meter installation charge corresponding to the schedule listed below, adjusted annually by an amount equal to the percentage increase, if any, in the Bureau of Labor Statistics consumer price index for all urban consumers (CPI-U), Series CUUR0000SA0, between April of the then-current year and April of the then-previous year, not to exceed five percent (5%), shall be collected for each new meter installed.

<u>Meter Installation Charge</u>		
5/8" x 3/4"	Meter	= \$102.30
1	Inch Meter=	\$173.91
1½	Inch Meter=	\$337.60
2	Inch Meter=	\$480.82

When water service is disconnected due to the request of the property owner, the current reconnection fee must be paid prior to reconnection. If not paid within 30 days of property being sold, the account will be turned over to Sonoma County Central Collections.

**SECTION III.** The Board hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this ordinance; as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within Salmon Creek (15273 CCR, 21080 PRC).

**SECTION IV.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of

the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION V.** This Ordinance shall be, and the same is hereby declared to be in full force and effect from and after thirty (30) days after its passage, and shall be published as follows: either (1) once in its entirety before the expiration of fifteen (15) days after said passage, or (2) a summary shall be published once at least five (5) days before proposed date of passage and a summary published once within fifteen (15) days after the date of passage. All publications shall include the names of the Board of Supervisors voting for or against the same, and shall be in a newspaper of general circulation, published in the County of Sonoma, State of California, and the Clerk of the Board of Supervisors shall post in the office of the Clerk, a certified copy of the full text of this ordinance along with the names of those Supervisors voting for or against the Ordinance.

In regular session of the Board of Supervisors of the County of Sonoma State of California, introduced, considered at public hearing on June 4, 2013, and passed and adopted this 18 th day of June, 2013, on a regular roll call of the members of said Board by the following vote:

**SUPERVISORS:**

Gorin \_\_\_\_\_ Zane \_\_\_\_\_ McGuire \_\_\_\_\_ Carillo \_\_\_\_\_ Rabbitt \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_

**SO ORDERED.**

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

Chair, Board of Supervisors  
County of Sonoma, State of California

**ATTEST:**

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

Clerk of the Board of Supervisors

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE OF THE BOARD OF SUPERVISORS**  
**OF THE COUNTY OF SONOMA AMENDING THE**  
**CSA NO. 41 SALMON CREEK ZONE OF BENEFIT**  
**(FORMERLY KNOWN AS CSA #32)**  
**WATER SYSTEM ORDINANCE NO. 4024**

~~The Board of Supervisors of the County of Sonoma does ordain as follows:~~ **THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION I. The Board of Supervisors hereby finds:**

- A. On October 19, 1993 the Board of Supervisors adopted Resolution No. 93-1589. That Resolution, among other things, ordered a reorganization of various county service areas, including former County Service Area No. 32 Salmon Creek. Various ordinances had previously been adopted relating to the establishment and operation of water service to County Service Area No. 32 Salmon Creek. These ordinances are hereby confirmed and readopted, according to their terms, as applicable to County Service Area No. 41 Salmon Creek Zone of Benefit. The Board declares that this Section I is Declaratory of existing law.
- B. ~~The County is empowered by Health and Safety Code Section 5471 to prescribe, revise, and collect rates and charges for services and facilities furnished by the County in connection with the water system.~~
- C. ~~Pursuant to Health and Safety Code Section 5471, and as set forth in Article IV of Ordinance No. 4024, as amended by Ordinance Nos. 4202, 4372, 4542, 4677, 4788, 4866, 4944, 5157, 5414, 5478, 5556, 5660, 5786, and 5923 (the "Ordinance"), the County annually levies and collects a loan repayment charge against parcels in the in County Service Area No. 41 Salmon Creek Zone of Benefit ("Salmon Creek"). Such charge is collected on the County tax roll.~~
- D. ~~The United States Department of Agriculture ("USDA") approved an application for a loan (the "Loan") to the County to implement improvements to the existing water system in connection with providing water service to Salmon Creek.~~
- E. ~~The current water charges do not generate sufficient revenues to repay the proposed Loan. Therefore, it is necessary to impose a loan repayment charge (the "Charge") upon the properties in Salmon Creek that receive water or water service from the County.~~
- F. ~~Pursuant to Health and Safety Code Section 5473, the Board of Supervisors may elect to have the Charge collected on the County tax roll in any fiscal year in the same manner, by the same persons, and at the same time as, together with and not separately from,~~

the general taxes of the County in the manner prescribed by Sections 5473.1 to 5473.11, inclusive, of said Health and Safety Code.

- G. The Board of Supervisors has determined that the Charges should be collected on the County tax roll commencing with fiscal year 2013-14. Pursuant to Section 5473.1 of the Health and Safety Code, the Board of Supervisors has caused a written report entitled, "Salmon Creek Water District User Inventory" and dated April 19, 2013 ("Written Report") to be prepared and filed with the County Clerk containing a description of each parcel of real property within Salmon Creek to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for fiscal year 2013-14.
- H. The Board of Supervisors has determined that in addition to imposing the Charge, it is necessary to increase the water service charges, beginning with July 1, 2013, to yield sufficient revenues to pay the operating expenses for providing water services to Salmon Creek.
- I. On April 19, 2013, pursuant to Section 6 of Article XIID of the California Constitution, the Department of Transportation and Public Works caused a notice of the proposed Charge, the filing of the Written Report and the proposed increase to the water service charges and of the time and place of the hearing thereon to be mailed to the record owner of each Identified Parcel (as defined in Government Code Section 53750) addressed to the names and addresses as they appeared on the last County equalized secured property tax assessment roll available on the date the Written Report was prepared (the "Assessment Roll"), and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the County. In addition, the Department of Transportation and Public Works caused notices to be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the Department of Transportation and Public Works, if different than shown on the Assessment Roll. Each notice described the amount of proposed charges, the basis upon which the amount of the proposed charges were calculated, the reason for the proposed charges, and the date, time and location of a public hearing on the proposed charges. On \_\_\_\_\_, 2013, and \_\_\_\_\_, 2013, the County Clerk further caused a notice of filing of the Written Report and of the time and place of the hearing to be published pursuant to Section 6066 of the Government Code.
- J. On June 4, 2013, at the time and place set forth in the notice, the Board of Supervisors conducted a public hearing on the proposed Charge, the Written Report and the proposed increase to the water service charges and heard and considered all objections and protests thereto. At the close of the public hearing, the Board of Supervisors determined that written protests had not been presented by a majority of owners of the Identified Parcels. In addition, upon the conclusion of the hearing, the Board of Supervisors determined that (i) revenues to be derived from the proposed charges will

not exceed the funds required to provide water service, (ii) revenues to be derived from the proposed charges will not be used for any purpose other than to provide water service, (iii) the amount of proposed charges imposed upon any parcel will not exceed the proportional cost of the water service attributable to the parcel, (iv) no proposed charges will be imposed unless water service is actually used by, or immediately available to, the owner of the property in question, and (v) the proposed charges will not be imposed for general governmental services where the service is available to the public at large in substantially the same manner as it is to property owners.

**SECTION II.** Article II. 20 of Ordinance No. 4024, as amended by Ordinance Nos. 4202, 4372, 4542, 4677, 4788, 4866, 4944, 5157, 5414, 5478, 5556, 5660, 5786, and 5923 is amended to read as follows:

## ARTICLE I GENERAL PROVISIONS

### 10. Effective Date

This ordinance shall take effect and existing Ordinance No. 3873 shall be rescinded effective thirty (30) days after adoption by the Board.

### 11. Short Title

This ordinance may be cited as the Salmon Creek Water System Service Ordinance.

### 12. Definitions

a. "Availability Charge" means a charge to unconnected parcels fronting on the water main for the purpose of amortizing a Construction Loan.

b. "Board" means the Board of Supervisors of the County of Sonoma.

c. "Design Occupancy" means the number of persons permitted within a structure as provided in the latest edition of the Uniform Building Code.

d. "Engineer" means the Direct of Public Works of the County of Sonoma or his designated representative.

e. "ESD" (Equivalent Single-Family Dwelling) means a water use comparable to that of a single family dwelling.

f. "Existing Building(s)" means a building or buildings that either existed prior to January 1, 1990, at the place for which a connection is requested, or had a valid building permit issued prior to January 1, 1990.

- g. "Fiscal Year" means July 1 to June 30, inclusive.
- h. "Granny Unit" per Sonoma County Planning Department "Second Dwelling Unit Ordinance."
- i. "GPD" means gallons per day.
- j. "Multiple-Family Dwelling" means a structure, excepting a condominium structure, designed to provide units for two or more families including, but not limited to duplexes, triplexes, fourplexes, and apartment buildings.
- k. "Lateral" means water service form the water main in the street or easement to the property line of a parcel, installed to service said parcel.
- l. "Life Line Rate" means a fixed minimum water rate available to qualifying low use customers.
- m. "Loan Repayment Charge" means a charge to users for the purpose of amortizing a Construction Loan, accumulating a serves, and/or financing operating expenses.
- n. "New Building" means a building having a building permit issues on or after January 1, 1990.
- o. "Service Area" means the Salmon Creek County Service Area.
- p. "Single-Family Dwelling" means a structure, excepting a mobile home, deigned to house a single family including detached buildings and condominium-type units.
- q. "Unit" means the place of residence for a single family.
- r. "User" means a recipient of water service.

### 13. Severability

It is hereby declared to be the intention of the Board that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this code shall be declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or section of this Ordinance.

## ARTICLE II WATER SYSTEM LOAN REPAYMENT, SERVICE, AND AVAILABILITY CHARGES

## 20. Charges

The Board finds that the public health, safety and welfare of the people of the County is benefited by providing water and water service to its residents. All owners of property receiving water or water service are liable for the charges prescribed by this chapter regardless of whether the owners use the service herein provided.

Hereafter, fees will be set annually by Resolution of the Board of Supervisors pursuant to the procedures set forth in California Government Code, Subsection 25210.77a et seq and the provisions contained herein.

### A. Loan Repayment Charges

~~An annual loan repayment charge of Three Hundred Thirty Dollars and No Cents (\$330.00) per ESD is hereby prescribed and established effective July 1, 2008.~~

The following charges shall be levied upon each parcel of real property that receives water or water service and shall be collected as provided in Article IV:

1. For Fiscal Year 2013-14, an annual loan repayment charge of Five Hundred and Eighty Five Dollars and Fifty One Cents (\$585.51) per parcel is hereby prescribed and established effective July 1, 2013 for the first annual payment on the Loan, including the including the Debt Service Reserve Fee and Paying Agent Fee, and to collect the Special Projects Water Fund Bridge Loan Interest Payments. This fee provides for the following expenses:

Year 1 Annual Repayment Charge Breakdown	
Annual Loan Repayment Fee (Interest Only)	\$274.17
Annual Debt Service Reserve Fee	\$12.97
Annual Paying Agent Fee	\$15.15
Special Projects Water Fund Bridge Loan Interest Payment for Fiscal Year 11-12	\$56.96
Special Projects Water Fund Bridge Loan Interest Payment for Fiscal Year 12-13	\$101.01
Special Projects Water Fund Bridge Loan Interest Payment for Fiscal Year 13-14	\$125.25
<b>Total Loan Repayment Charge</b>	<b>\$585.51</b>

2. An annual loan repayment fee of Four Hundred and Forty Dollars and Sixty Three Cents (\$440.63) per parcel is hereby prescribed and established effective July 1, 2014 for year 2 through year 10 annual payments on the U.S. Department of



Agriculture Construction Loan and Grant for the Fiscal Year 14-15 through Fiscal Year 22-23.

Year 2 to Year 10 Annual Repayment Charge Breakdown	
Annual Loan Repayment Fee	\$412.51
Annual Paying Agent Fee	\$15.15
Annual Debt Service Reserve Fee	\$12.97
<b>Total Loan Repayment Charge</b>	<b>\$440.63</b>

3. An annual loan repayment fee of Four Hundred and Twenty Seven Dollars and Sixty Six Cents (\$427.66) per ESD is hereby prescribed and established effective July 1, 2014 for year 11 through year 40 annual payments on the U.S. Department of Agriculture Construction Loan and Grant for the Fiscal Year 23-24 and subsequent fiscal years until full repayment of the U.S.D.A. loan is complete.

Year 11 to Year 40 Annual Repayment Charge Breakdown	
Annual Loan Repayment Fee	\$412.51
Annual Paying Agent Fee	\$15.15
<b>Total Loan Repayment Charge</b>	<b>\$427.66</b>

The Charge spreads the cost of the U.S.D.A. Project equally among all property owners because all property owners benefit equally from the continuous availability of the water system. The Charge will be collected on the County tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

B. Meter Service Charges

~~5/8" x 3/4" Meter = \$37.50/Month~~  
~~1" Meter = \$39.05/Month~~  
~~1 1/2" Meter = 41.00/Month~~  
~~2" Meter = \$42.93/Month~~

The following meter service charges shall be effective July 1, 2013 and shall be charged each month starting with the July 2013 billing statement:

5/8"x 3/4" Meter = \$60.00/Month  
 1" Meter = \$62.32/Month  
 1½" Meter = \$65.43/Month  
 2" Meter = \$68.51/Month

The following meter service charges, plus the Annual Inflationary Increase (CPI)

authorized by this ordinance, shall be effective July 1, 2014 and shall be charged each month starting with the July 2014 billing statement:

5/8"x 3/4" Meter	=	\$61.80/Month
1" Meter	=	\$64.19/Month
1½" Meter	=	\$67.40/Month
2" Meter	=	\$70.57/Month

The following meter service charges, plus the Annual Inflationary Increase (CPI) authorized by this ordinance, shall be effective July 1, 2015 and shall be charged each month starting with the July 2015 billing statement:

5/8"x 3/4" Meter	=	\$63.65/Month
1" Meter	=	\$66.12/Month
1½" Meter	=	\$69.42/Month
2" Meter	=	\$72.69/Month

When water service is disconnected due to nonpayment, the Meter Service Charge will continue to accrue until all payments are made.

C. ~~U.S.D.A. Loan Repayment~~

~~Repayment of the U.S.D.A. (Department of Agriculture) loan is a 39 year repayment obligation at an annual fee of \$183/year/service. In addition, a reserve fund must be created to set aside the equivalent of a one year payment as assurance to the loan obligation. Therefore, the U.S.D.A. loan repayment fee will be \$29.21/month/service for the first year and will drop to \$15.24/month/service for years 2 through 39.~~

~~D. Special Projects Water Fund Loan Interest — One Time Payment~~

~~A Special Projects Water Fund (S.P.W.F) loan will be used to fund expenses for system improvements prior to the first reimbursement request to the U.S.D.A. The interest payment for the S.P.W.F. loan must be repaid prior to the end of Fiscal Year 2010-2011. The interest payment for each service will be a one-time charge of \$44.00.~~

C. Water Usage Charges

The following water usage charge shall be added to the meter service charge each month. The monthly service charge, in effect, consists of the meter service charge and the water usage charge.

- ~~\$10.11 per 100 cubic feet for the first 2,000 cubic feet per ESD~~
- ~~\$12.71 per 100 cubic feet for 2,001 to 2,700 cubic feet per ESD~~
- ~~\$22.63 per 100 cubic feet for 2,701 cubic feet and beyond per ESD~~

~~The charge will be prorated based upon actual usage as determined by the meter reading.~~

The following water usage charge shall be effective July 1, 2013 and shall be added to the meter service charge each month starting with the July 2013 billing statement:

\$11.75 per 100 cubic feet for the first 2,000 cubic feet per ESD

\$14.77 per 100 cubic feet for 2,001 to 2,700 cubic feet per ESD

\$26.30 per 100 cubic feet for 2,701 cubic feet and beyond per ESD

The following water usage charge, plus the Annual Inflationary Increase (CPI) authorized by this ordinance, shall be effective July 1, 2014 and shall be added to the meter service charge each month starting with the July 2014 billing statement:

\$12.69 per 100 cubic feet for the first 2,000 cubic feet

\$15.95 per 100 cubic feet for 2,001 to 2,700 cubic feet

\$28.41 per 100 cubic feet for consumption over 2,700 cubic feet

The following water usage charge, plus the Annual Inflationary Increase (CPI) authorized by this ordinance, shall be effective July 1, 2015 and shall be added to the meter service charge each month starting with the July 2015 billing statement:

\$13.70 per 100 cubic feet for the first 2,000 cubic feet

\$17.23 per 100 cubic feet for 2,001 to 2,700 cubic feet

\$30.68 per 100 cubic feet for consumption over 2,700 cubic feet

The charge will be prorated based upon actual usage as determined by the meter reading. The monthly service charge, in effect, consists of the meter service charge and the water usage charge.

Adjustments: If a meter fails to register water use due to any cause except the nonuse of water, the charge for water will be made on the basis of the average charge per month as described below. In so doing, it will first be ascertained whether the meter functioned properly during such period and whether normal conditions prevailed in regard to use of water at the premises supplied.

If it has been determined that normal conditions prevailed in regard to the use of the water at the premises supplied, an average will be computed using either a twelve (12)-month period or the total period of service, whichever is shorter. In the preparation of such averaged bills, due consideration will be given to any interruption to the service known to have occurred.

In all other situations where the meter is determined to be not functioning properly, adjustments will be made on an equitable, case-by-case basis, as determined by the Director of the Department of Transportation and Public Works, or designee.

#### Annual Inflationary Increases

~~Effective July 1 of each year, for a period of five (5) years from the adoption of this ordinance, the proposed water rates~~ **Effective July 1, 2014 and on each July 1 through July 1, 2018, the meter service charges and water usage charges water rates** shall be increased by an amount equal to the percentage increase, if any, in the Bureau of Labor Statistics consumer price index for all urban consumers (CPI-U), Series CUUR0000SA0, between April of the then-current year and April of the then-previous year. In no event shall the increase in any particular year exceed five percent (5%).

#### D. Tenant Billing for Service Charges

Upon approval of the Engineer, property owners may have their tenants billed directly for water service charges (water usage and meter service charges). It will be necessary for property owners to fill out a request to do so. The requests are available from the Sonoma County Auditor-Controller water billing personnel and shall include the following:

- a. The property owner will be responsible for any unpaid water charges on the account and agrees to pay the approved reconnection fee, tampering fees, and repair costs, should service be discontinued due to non-payment;
- b. The name and address of the tenant responsible for payment; and
- c. Prior to the tenant's moving, property owner agrees to contact the County to ascertain whether or not there is an outstanding balance on the account.

#### E. Proration of Charges

Users issued permits shall have the Loan Repayment Charge and the Availability Charge prorated from the first day of the month in which the permit is issued to the last day of the following June. Said charges shall be paid prior to issuance of the permit. The Meter Service Charges shall be prorated from the day the permit was issued to the next monthly billing date. Users, upon connection to the water system, are responsible for all the back years' bond repayment.

#### F. Annexation Fees

Property owners applying for annexation of parcel(s) on or after the effective date of this ordinance shall pay a flat fee of Four Hundred Dollars and No Cents (\$400.00) plus One Hundred Dollars and No Cents (\$100.00) for each additional connection beyond the first connection for administrative purposes. Payment shall be made to the service area prior to issuance of a permit to connect and to filing a Certificate of Completion of said annexation.

#### G. Connection Fees

Except as herein otherwise provided, water system connection fees shall be paid by all users and shall be paid prior to issuance of a permit to connect.

~~All users shall pay a connection fee of \$3,600.00 for each ESD.~~ All users shall pay a connection fee of \$3,767.71 for each ESD, adjusted by an amount equal to the percentage increase, if any, in the Bureau of Labor Statistics consumer price index for all urban consumers (CPI-U), Series CUUR0000SA0, between April of the then-current year and April of the then-previous year. In no event shall the increase in any particular year exceed five percent (5%).

Users who connect a building to the water system and then later expand their use shall pay an additional connection fee to cover the increased ESD rating and shall pay said fee prior to the approval of the Building Permit Application by the Sonoma County Department of Transportation and Public Works.

Users who wish to connect a structure which is a replacement of a previously connected like structure destroyed through no fault of user, upon presentation to the Engineer of a valid fire marshal's report or insurance report may have the connection fee waived.

The above Connection Fees are based on average development. Those connections which demand a disproportionately large share of the water supply may be required to pay additional Connection Fees. Said Connection Fees shall be calculated by the Engineer and shall consider actual and/or anticipated demand made by the user as compared to previous capital contributions made by the user in the form of Connection Fees, assessments, service charges, etc.

For subdivisions of land exceeding four (4) lots, or improvements to a single parcel exceeding 10 ESD's, advance Connection Fees shall be required at the time of filing the final map/obtaining the Use Permit. At the time the connections are actually made, said advance Connection Fees shall be credited towards the Connection Fees due at that time.

~~In addition to the above listed connection fee, a meter installation charge corresponding to the schedule listed below, shall be collected for each new meter installed.~~

~~Meter Installation Charge~~

~~5/8" x 3/4" Inch Meter= \$100~~

~~1 Inch Meter= \$170~~

~~1½ Inch Meter= \$330~~

~~2 Inch Meter= \$470~~

In addition to the above-listed connection fee, a meter installation charge corresponding to the schedule listed below, adjusted annually by an amount equal to the percentage increase, if any, in the Bureau of Labor Statistics consumer price index for all urban consumers (CPI-U), Series CUUR0000SA0, between April of the then-current year and April of the then-previous year, not to exceed five percent (5%), shall be collected for each new meter installed.

Meter Installation Charge

5/8" x 3/4" Meter = \$102.30

1 Inch Meter= \$173.91

1½ Inch Meter= \$337.60

2 Inch Meter= \$480.82

When water service is disconnected due to the request of the property owner, the current reconnection fee must be paid prior to reconnection. If not paid within 30 days of property being sold, the account will be turned over to Sonoma County Central Collections.

## 21. Availability Charges

For all parcels fronting on the water main, but not connected to the water system, the annual availability charge shall be Thirty Dollars and No Centers (\$30.00) per parcel.

Availability Charges already paid, or committed to be paid at the time of connection of a building to an existing water main, shall be credited against the Loan Repayment Charges applicable to the property at the time of the connection.

## 22. Proration of Charges

Users issued permits to connect shall have the Loan Repayment Charge, and the Availability Charge prorated from the first day of the month in which the permit is issued to the last day of the following June. Said charges shall be paid prior to issuance of the permit to connect.

## 23. Time of Payment

#### A. Loan Repayment and Availability Charges

All Loan Repayment Charges and Availability Charges payable hereunder except as otherwise provided in Section 22, shall be paid in two equal installments. The payment for the first one-half of any Fiscal Year shall be due and payable on, or before, December 10 of that particular year. The payment for the second one-half of any Fiscal Year shall be due and payable on, or before, April 10 of that particular year.

If Loan Repayment Charges are not paid by the due dates(s) shown above, a basic penalty shall be applied in accordance with the current policy of the County Tax Collector's Office. In addition, interest in the current amount applied by the County Tax Collector's Offices shall be added on the amount due beginning July 1 of year of the declaration of tax default.

#### B. Service Charges

Service charges for non-metered service will be billed on a bi-monthly basis and will be due and payable on the dates indicated on the bills. Payments not by the dates indicated shall assess a one and one half (1-1/2) percent penalty on the outstanding balance.

Service charges for metered service will be billed monthly, and will be due and payable on the dates indicated on the bills.

If payment not received by the due date of the next billing cycle, notice in the form of a door hanger will be posted at the residence of the delinquency within seven to ten days. If payment is not made within three days of receipt of notice, disconnection of the service shall result. Reinstatement of the service shall conform with the procedures for reconnections contained within this ordinance.

Any discrepancies in the amount of delinquent charges assessed shall be settled under the direction of the Engineer. A written complaint regarding the discrepancy shall be submitted to the Engineer prior to any action taken.

#### 24. Continuity of Services

For the purposes of this ordinance, each improved property shall be deemed to be fully and continuously occupied from and after the date of issuance of a permit to connect. Charges for improved property shall not be refunded even though service is discontinued, unless the service is discontinued to the satisfaction of the Engineer. In such case the improved property charge shall cease as of the following July 1.

Charges in use shall be reviewed once each year by the Engineer and changes revised as required.

#### 25. Classified Users

For the particular uses classified in this section, the annual loan repayment charge for each parcel is, and shall be determined by that parcel's single family dwelling equivalency (ESD) as computed in accordance with the following schedule, multiplied by the charge per ESD as in this ordinance provided. The minimum ESD rating for any parcel connected to the water system shall be 1.0 ESD.

### EQUIVALENT SINGLE FAMILY DWELLING UNITS

#### Use Category

#### Residential:

Single-Family Dwellings	1.0 per unit
Condominium	1.0 per unit
Multiple-Family Dwellings	0.8 per unit
Mobile Home Park	0.8 per unit
Mobile Home (Individual)	0.8 per unit
Granny Unit	0.8 per unit

#### Commercial:

Bakery	1.0
Bank or Financial Institution	1.0
Barber or Beauty Shop	1.0
Bar or Tavern	0.02 per person design occupancy (min = 50 persons)
Campgrounds or Recreational Vehicle Park	0.25 per site or space
Car Wash, self-service	1.0 per washing stall
Church, Hall, or Lodge	1.0
Fire station	1.0
Garage (without service station)	1.0
Hotel/Motel	0.5 per sleeping room
Laundromat	1.0 per washing machine
Machine Shop	1.0
Market	1.0
Office	1.0 per office
Resort	0.5 per family unit
Restaurants	0.057 per design seating occupancy
Drive-in	2.5 per 1,000 sq ft
Rest Home	0.5 per bed
Retail Store	1.0
Service Station (w/ or w/o garage)	2.0
Unconnected parcel having a Lateral to the property line	1.0
Unconnected parcel without a Lateral to the property line	0.0



Warehouse  
Other

1.0 per 1,000 sq ft  
As estimated by Engineer

## 26. Notices

At the time an application for water service is made, the applicant shall be given notice explaining how a customer may initiate a complaint or investigation regarding their bill.

## 27. Delinquencies

The Board may by resolution prescribe penalties or charges to be assessed against delinquent accounts and shall have the power and authority to enforce collection thereof.

By the adoption of a resolution, the Board may declare that delinquent charges and penalties for water service, when recorded as provided in this chapter, shall constitute a lien upon the real property served, after notice and hearing as provided herein:

A. On or before the fifteenth day of July of each year, the Board shall hold a hearing to determine the amount of the delinquent charges and penalties for water service. Notice shall be given to each owner of a delinquent account by the County Clerk. Said notice shall state the time and place for the hearing, and that at said time and place any person interested may appear and be heard as to the charges and penalties.

B. The notice shall be published at least once a week for two weeks prior to the hearing in a newspaper published in the County.

C. At the hearing, any person interested may appear and be heard on the matters being considered. AT the hearing the board may change or modify the charges and penalties; provided, however, that no charge or penalty shall be increased from that set forth in the proposed resolution unless notice of intention to make said increase is published once or posted at least ten days prior to the hearing on the proposed charge.

D. At the conclusion of the haring, the Board may determine that the charges and penalties are not discriminatory or excessive, comply with law, and adopt said resolution as proposed or modified.

E. One of the modifications of the resolution may be the finding and determination by the Board that the amount of the charge and penalty shall be placed on the tax roll. If such finding and determination is made by the board, the County tax collector shall forward the amount fixed by the Board for placement on the tax roll next succeeding the hearing.

## 28. Disconnection

Water service may be disconnected for the following reasons:

A. Non-payment of charges for water services in accordance with Article II, Section 23B of

this ordinance.

B. Non-payment of the loan repayment charge if not paid on time in accordance with the date specified on the tax bill by the tax collector; or in accordance with the date specified on the Public Works invoice for parcels not billed per the tax collector.

C. If the owner fails to comply with any of the regulations et out in this chapter, or any other rules and regulations of the Board; or

D. For public health and/or safety reasons.

Each person about to vacate any premised supplied with water shall give notice and verifications of any change of ownership of the property hereto, specifying the date service is desired to be discontinued; otherwise, her or she will be held responsible for all water furnished to such property until the Engineer has received notice.

## 29. Reconnections

When an application for water service is made by an applicant who was responsible for and failed to pay all bills for service previously rendered, regardless of location or when incurred, and was subsequently disconnected from the water system, service will be refused to such applicant until the outstanding bills are paid and the reconnection fee is paid. A cash guarantee deposit may also be required as a guarantee for payment of future bills.

## ARTICLE III ANNEXATION AND CONNECTION FEES

### 30. Annexation and Connection Fees

Property owners applying for annexation of parcel(s) on or after the effective date of this ordinance shall pay a flat fee of Four Hundred Dollars and No Cents (\$400.00) plus One Hundred Dollars and No Cents (\$100.00) for each additional connection beyond the first connection for administrative purposes. Payment shall be made to the service area prior to issuance of a permit to connect and to filing a Certificate of Completion of said annexation.

### 31. Connection Fees

No applications for new water service will be approved without clearances from the Sonoma County Public Health Department and the Sonoma County Building Department.

### 32. Reconnection Fee

For those situations where water service has been disconnected (due to lack of payment or owner's request) a \$200 reconnection fee shall be paid prior to reconnection of the water

system.

### 33. Tampering Fee

A fee of \$250 plus the cost of locks and repairs shall be charged to the property owner whenever the Director of Public Works determines that tampering with the water meter has occurred. This fee shall be assessed and collected pursuant to Government Code Section 25210.77a et. seq. and the provisions herein provided.

### 34. Main-Line Tap fee

A main-line tap fee of \$200 shall be levied for new connections where the County does the tap on the main line. This fee must be paid with the connection fee when submitting the permit application.

### 36. Inspector Fee

An inspection fee of \$75 shall be charged for the installation inspection of water service for all new connections. This fee must be paid with the connection fee when submitting the permit application.

## ARTICLE IV COLLECTION

### 40. Charges Collected with Taxes

Except as provided in Section 22, herein, pursuant to Title 3, Division 2, Part 2, Chapter 2.2, Article 7 of the Government Code, the Loan Repayment and Availability Charges specified in Sections 20 and 21 herein shall be collected on the tax roll in the same manner and at the same time as the general ad valorem property taxes of Sonoma County.

### 41. Report Preparation

Once a year the Board shall cause to be prepared a written report which shall contain a description of each parcel of real property receiving water service or to which water service is available and the amount of the charge for each parcel for such year computer in conformity with this ordinance. Such report shall be filed with the Clerk of the Board.

### 42. Hearing Notice

Upon the filing of such report, the Clerk shall fix a time, date and place for hearing thereon, and for filing objections or protests thereto. The Clerk shall publish notice of such hearing as

provided in Section 6066 of the Government Code prior to the date set for the hearing in a newspaper of general circulation printed and published in the County.

#### 43. Hearing

At the time, date, and place stated in the notice, the Board shall hear and consider all objections or protests, if any, to the report and may continue the hearing from time to time. Upon conclusion of the hearing the Board may adopt, revise, change, reduce, or modify any charge and shall make its determination upon each charge as described in the report and thereafter, by resolution, shall confirm the report.

#### 44. Charges on the Tax Bill

The charges set forth in the report, as confirmed, shall appear as a separate item on the tax bill. The charge may be collected at the same time and in the same manner as ordinary County ad valorem taxes and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for such taxes. All laws applicable to the levy, collection, and enforcement of County ad valorem property taxes shall be applicable to such charge, except that if the real property to which such charge relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attached thereon prior to the date on which the first installment of such taxes would become delinquent, then the charge confirmed pursuant to this section shall not result in a lien against such real property but instead shall be transferred to the unsecured roll for collection.

### ARTICLE V MISCELLANEOUS

#### 50. Water Conservation

A. Water conservation is encouraged within the Service Area.

Each new and revised service must employ the following conservation measures; such measures shall be in place and operational before final occupancy permit is signed:

Low Flush Toilets	1.6 gallons
Low Flow Shower Heads	2 gpm
Faucet Aerators	
Low Flow Faucets	3 gpm

B. Three consecutive months of water abuse (defined as use in excess of 20,000 gallons per month per ESD) may result in disconnection from the District's water system. Reconnection may be allowed when the following conditions are satisfied:

1. Approval by Engineer of a plan to reduce water abuse.
2. Payment of the current meter reconnection charge.

## 51. Sunset of Water Service Charges

It is anticipated that CSA 32 will annex to the Bodega Bay Public Utility District upon completion of the construction project. The water service charges established in Sector 20 will sunset upon completion of said annexation.

## 52. Relief on Own Motion

The Board may, on its own motion, find that reason of special circumstances any provision of this regulation and ordinance should be suspended or modified as applied to a particular premise and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

**SECTION III.** The Board hereby finds that the California Environmental Quality Act does not apply to the establishment of charges pursuant to this ordinance; as such fees are for the purpose of meeting operations expenses, meeting financial reserve needs and requirements, and setting aside funds for capital projects necessary to maintain service within the existing district (15273 CCR, 21080 PRC).

**SECTION IV.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clause or phrases by declared unconstitutional or invalid.

**SECTION V.** This Ordinance shall be, and the same is hereby declared to be in full force and effect from and after 30 days after its passage, and shall be published as follows: either (1) once in its entirety before the expiration of fifteen days (15) after said adoption, or (2) a summary shall be published one at least five (5) days before proposed date of passage and a summary published once within fifteen (15) day after the date of passage. All publications shall include the names of the Supervisors voting for or against the same, and shall be in a newspaper of general circulation, published in the County of Sonoma, State of California, and the Clerk of the Board of Supervisors shall post in the office of the Clerk, a certified copy of the full text of this ordinance along with the names of those Supervisors voting for or against the Ordinance.

In regular session of the Board of Supervisors of the County of Sonoma, State of California, introduced, considered at public hearing on June 4, 2013, and passed and adopted after hearing this 18<sup>th</sup> day of June 2013, on a regular roll call of the members of said Board by the following vote:

**SUPERVISORS:**

Gorin \_\_\_\_\_ Zane \_\_\_\_\_ McGuire \_\_\_\_\_ Carillo \_\_\_\_\_ Rabbitt \_\_\_\_\_

Ayes 5 \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_

**SO ORDERED.**

By:

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma, State of California

ATTEST:

By:

\_\_\_\_\_  
Clerk if the Board



County of Sonoma  
State of California

---

Date: June 4, 2013

Item Number: \_\_\_\_\_

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

---

4/5 Vote Required

---

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Levying An Annual Water Charge For Fiscal Year 2013-14 Pursuant to CSA No. 41 Salmon Creek Zone of Benefit (Formerly Known As CSA #32) Water System Ordinance No. 4024, As Amended, And Ordering The Annual Water Charge To Be Collected On The County Of Sonoma Tax Roll.**

**Whereas**, pursuant to the provisions of Ordinance No. 4024, as amendment, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and no separately from, the general taxes of the County.

**Whereas**, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the County Clerk. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2013-14, computer in conformity with Ordinance No. 4024, as amended.

**Whereas**, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2013-14 and heard and considered all objections and protests thereto.

**Whereas**, no majority protest against the Written Report exists, as determine in accordance with Section 5473.2 of the Coe.

**Now, Therefore, Be It Resolved** the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as files.

**Be It Further Resolved** the Board of Supervisors hereby levies the Charge for Fiscal Year 2013-14 in the amount set forth in the Written Report.

**Be It Further Resolved** the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2013

Resolution #

Date:

Page 2

and ending June 30, 2014.

**Be It Further Resolved** the Charge shall be collected for Fiscal Year 2013-14 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**Be It Further Resolved** the County Clerk is hereby authorized and directed to file the Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement endorsed on said Written Report over the County Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the County Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

**Be It Further Resolved** the County Clerk is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the County Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

**Be It Further Resolved** this Resolution shall become effective on the effective date of Ordinance No. \_\_\_\_\_ of the Board of Supervisors entitled "AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA AMENDING THE CSA NO. 41 SALMON CREEK ZONE OF BENEFIT (FORMERLY KNOWN AS CSA #32) WATER SYSTEM ORDINANCE NO. 4024."

PASSED, APPROVED AND ADOPTED THIS FOURTH DAY OF JUNE 2013.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 49**  
(This Section for use by Clerk of the Board Only.)

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

**Board Agenda Date:** June 4, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator and Human Resources

**Staff Name and Phone Number:**

Christina Cramer, 707-565-2988  
Chris Thomas, 707-565-3781

**Supervisory District(s):**

All

**Title:** Workforce Structure Review

### **Recommended Actions:**

Receive report on workforce structure and approve recommended actions.

### **Executive Summary:**

In recent years, unions have communicated concerns that the County of Sonoma has too many managers and has advocated that fiscal challenges can be mitigated by reducing the number of management positions. In response to this, the County Administrator's Office and Human Resources Department undertook a review of the County's workforce structure to provide information that would inform this perspective. The ultimate goal of the review was to inform the County of any possible actions that would improve service delivery, ensure a high performing organization and support strategic planning objectives. The review was conducted based on the actual workforce as of January 30, 2013. The full report, analysis and data are included in Attachment A and Exhibits A-G.

How the County conducts its day-to-day work and delivers services has significantly evolved in the last decade, which has led to a changed workforce. Business automation, software systems and programs and document management systems have significantly altered staffing needs. Work that was formerly conducted manually was labor intensive and required more support and technical staff, the majority of which has now been automated. Compelling opportunities to use community based programs to maintain critical services have presented themselves.

Staff researched similar efforts in other public agencies in which workforce structure was analyzed, and reviewed management literature. Efforts in other public agencies are based on the concept of span of control. In reviewing management literature, span of control and management layers, or the hierarchy, are identified as the critical benchmarks to achieve organizational effectiveness. This information suggests that analyzing the workforce based on percentages or ratio of management positions is not as meaningful as span of control. Therefore, this review goes beyond looking solely at management allocated full-time equivalents (FTE) to non-management FTE, or what has been referred to as "management to line". Span of control is the number of employees directly

reporting to a manager or supervisor. Union representation is not considered. Management layers are the number of people through which a line staff employee must report in order to reach the department head.

Research strongly indicated there is no “one size fits all” approach to these two concepts, and does not suggest any specific ratios or percentages. The common theme found in this research is numerous factors must be considered to achieve optimal staffing models.

How a position is designated as a management position impacts the makeup of the County’s workforce. Each job classification must be assigned to a bargaining unit pursuant to the County’s Employee Relations Policy. The County’s Employee Relations Policy defines management very broadly. Over 200 classifications are designated as management.

Some findings in the review are as follows:

- Management allocations have been in the 15-16% of total allocation for the last seven years; currently the percentage of management allocations is 15%, which is a ratio of 1:5.7
- The number of “management” as compared to “line” positions has followed a similar trajectory over the last several years
- By adjusting the number of management employees extracting out certain job classifications such as analysts and Deputy County Counsel, the workforce is comprised of 10% managers or a ratio of 1:9
- 230 management positions were surveyed and demonstrated they have multiple “management” level responsibilities and approximately 80% perform regular, day-to-day internal or external services
- The County’s aggregate span of control is 1:5.7 – 3,765 employees are direct reports to 666 employees. (Employees may be counted more than once in this evaluation because they may be employees in one reporting relationship and a supervisor in another relationship.)
- Generally, larger departments have 2-6 management layers, mid-sized departments have 2-4 management layers, and smaller departments have 2-3 management layers

The results of this review and research has confirmed that there is no “one size fits all” approach to management staffing percentages, span of control or organizational structure, and numerous factors must be taken into consideration when optimizing staffing models. The proportion of management employees has been consistent over the years, and management layers are proportionate to department size. There are many success stories with the County’s current workforce and staffing models.

There is no compelling data that suggests immediate or aggressive actions to change management percentages or span of control is necessary. There are some areas which should be further evaluated. Given the wide array of organizational structures and services in County departments, the data found from this analysis should be recognized as a starting point, or benchmark, for learning and determining where opportunities exist in which widening (or narrowing) span of control will result in service and performance improvement.

The following are recommended next steps to maximize responsibility and accountability to this effort:

1. Ensure all actions result in improved and/or positive impacts on service delivery, lead to a professionally managed organization and support the goals of the County Strategic Plan and its strategic organizational vision. Performance indicators that are identified and tracked pursuant to the strategic plan should provide the mechanism for measurement.
2. Consistent with number one above, staff recommends using the day-to-day opportunities to analyze positions as they arise such as:
  - a. when filling vacancies, evaluate the position;
  - b. when requesting new positions (management and supervisory), continue the requirement for

- business case justification and classification review;
  - c. when planning reorganizations; and
  - d. when studying positions during formal classification studies.
3. Direct departments to analyze span of control when creating or filling positions with the goal of achieving optimal service delivery and keeping in mind strategic objectives
    - a. HR, CAO, and Departments evaluate and provide guidance on optimal span of control
    - b. Include as a measurement for department head evaluations effective use of organizational structure and span of control concepts.
  4. Direct Human Resources to evaluate the Employee Relations Policy, definitions and bargaining unit designations for management classifications and pursue actions where needed to delineate bargaining units.
  5. Direct staff to meet with unions to explore potential and appropriate collaborative opportunities related to span of control.
  6. Continue the practice of management reviews of departments and include organizational structure and span of control in the analysis.
  7. Direct staff to develop an organizational leadership philosophy that demonstrates the commitment to being a high performing organization that values all employees.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 12-13**

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

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

There are no fiscal impacts.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
There are no staffing impacts.			
<b>Attachments:</b>			
Attachment A - Workforce Review Report with Exhibits A-G			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Departmental Organization Charts; Departmental Management Review Charts (5)			

# County of Sonoma

## Workforce Structure Review

June 4, 2013

Opportunity. Diversity. Service.



COUNTY OF SONOMA

HUMAN RESOURCES DEPARTMENT

---

## EXECUTIVE SUMMARY

A review was conducted based on the actual workforce as of January 30, 2013. Major objectives of this review included: better understanding the workforce and organizational structure, understanding “lessons learned” from other agency reviews and legislation; and researching prevalent management principles related to organizational structure. The ultimate goal of the review was to inform the County of any possible actions that would improve service delivery, ensure a high performing organization and support strategic planning objectives.

How the County conducts its day-to-day work and delivers services has significantly evolved in the last decade, which has led to a changed workforce. Business automation, software systems and programs and document management systems have significantly altered staffing needs. Work that was formerly conducted manually was labor intensive and required more support and technical staff, the majority of which has now been automated. Compelling opportunities to use community based programs to maintain critical services have presented themselves.

Staff researched similar efforts in other public agencies in which workforce structure was analyzed, and reviewed management literature. Efforts in other public agencies are based on the concept of span of control. In reviewing management literature, span of control and management layers, or the hierarchy, are identified as the critical benchmarks to achieve organizational effectiveness. This information suggests that analyzing the workforce based on percentages or ratio of management positions is not as meaningful as span of control. Therefore, this review goes beyond looking solely at management allocated full-time equivalents (FTE) to non-management FTE, or what has been referred to as “management to line”. Span of control is the number of employees directly reporting to a manager or supervisor. Union representation is not considered. Management layers are the number of people through which a line staff employee must report in order to reach the department head.

Research strongly indicated there is no “one size fits all” approach to these two concepts, and does not suggest any specific ratios or percentages. The common theme found in this research is numerous factors must be considered to achieve optimal staffing models.

How a position is designated as a management position impacts the makeup of the County’s workforce. Each job classification must be assigned to a bargaining unit pursuant to the County’s Employee Relations Policy. The County’s Employee Relations Policy defines management very broadly. Over 200 classifications are designated as management.

Some findings in the review are as follows:

- Management allocations have been in the 15-16% of total allocation for the last seven years; currently the percentage of management allocations is 15%, which is a ratio of 1:5.7
- The number of “management” as compared to “line” positions has followed a similar trajectory over the last several years
- By adjusting the number of management employees extracting out certain job classifications such as analysts and Deputy County Counsel, the workforce is comprised of 10% managers or a ratio of 1:9

- 230 management positions were surveyed and demonstrated they have multiple “management” level responsibilities and approximately 80% perform regular, day-to-day internal or external services
- The County’s aggregate span of control is 1:5.7 – 3,765 employees are direct reports to 666 employees. (Employees may be counted more than once in this evaluation because they may be employees in one reporting relationship and a supervisor in another relationship.)
- Generally, larger departments have 2-6 management layers, mid-sized departments have 2-4 management layers, and smaller departments have 2-3 management layers

The results of this review and research has confirmed that there is no “one size fits all” approach to management staffing percentages, span of control or organizational structure, and numerous factors must be taken into consideration when optimizing staffing models. The proportion of management employees has been consistent over the years, and management layers are proportionate to department size. There are many success stories with the County’s current workforce and staffing models.

There is no compelling data that suggests immediate or aggressive actions to change management percentages or span of control is necessary. There are some areas which should be further evaluated. Given the wide array of organizational structures and services in County departments, the data found from this analysis should be recognized as a starting point, or benchmark, for learning and determining where opportunities exist in which widening (or narrowing) span of control will result in service and performance improvement.

The following are recommended next steps to maximize responsibility and accountability to this effort:

1. Ensure all actions result in improved and/or positive impacts on service delivery, lead to a professionally managed organization and support the goals of the County Strategic Plan and its strategic organizational vision. Performance indicators that are identified and tracked pursuant to the strategic plan should provide the mechanism for measurement.
2. Consistent with number one above, staff recommends using the day-to-day opportunities to analyze positions as they arise such as:
  - a. when filling vacancies, evaluate the position;
  - b. when requesting new positions (management and supervisory), continue the requirement for business case justification and classification review;
  - c. when planning reorganizations; and
  - d. when studying positions during formal classification studies.
3. Direct departments to analyze span of control when creating or filling positions with the goal of achieving optimal service delivery and keeping in mind strategic objectives
  - a. HR, CAO, and Departments evaluate and provide guidance on optimal span of control
  - b. Include as a measurement for department head evaluations effective use of organizational structure and span of control concepts.
4. Direct Human Resources to evaluate the Employee Relations Policy, definitions and bargaining unit designations for management classifications and pursue actions where needed to delineate bargaining units.
5. Direct staff to meet with unions to explore potential and appropriate collaborative opportunities related to span of control.
6. Continue the practice of management reviews of departments and include organizational structure and span of control in the analysis.

7. Direct staff to develop an organizational leadership philosophy that demonstrates the commitment to being a high performing organization that values all employees.

---

## **BACKGROUND**

Service Employees International Union, Local 1021 (SEIU) has communicated concerns that the County of Sonoma has too many managers and has advocated that long-term fiscal challenges can be mitigated by reducing the number of management positions. In response to this, the County Administrator's Office and Human Resources Department undertook a review of the County's workforce structure to provide information that would inform this perspective.

Some public agencies have conducted similar studies or passed legislation related to management positions. Span of control management principles were studied, several government reviews/audits were reviewed in which span of control was the topic, and span of control legislation from several states was reviewed. The Employee Relations Policy and the Fair Labor Standards Act were reviewed for required definitions and designation of positions/job classifications as management and/or overtime exempt. To conduct this study, a series of objectives were identified, research was conducted and data was gathered and analyzed. Findings have been made and recommendations developed. The definitions used in this review and that guide the understanding of important terms are included in Exhibit A.

The review was designed to answer the following questions:

- What is the current management to non-management position ratio, within each department and as an aggregate?
- What is the current span of control, within each department and as an aggregate?
- How many management layers does the County have within each department?
- What factors should be considered in looking at organizational structure?
- Are there areas where the number of management positions and/or span of control may be further evaluated and improved?
- Should the County take any specific actions to adjust organizational structure?

### **Previous Monitoring of Management to Non Management Position Ratios**

Staff has looked at management to non-management percentages and ratio over the last two years and has presented the data in the annual budget process. The data from FY 05/06 through FY 12/13, shows that management percentages and ratios have been consistently between 15-16% (rounded) and the average ratio over this period is 1:5.4. Exhibit B shows the position allocation history.

A soft hiring freeze has been in place since 2010 in which departments have had to submit exemption requests to fill management vacancies to the County Administrator's Office; the exemption approval process is still in place for management positions. New/additional position requests have been and continue to be reviewed by Human Resources for appropriate classification designation, and the County Administrator's Office also reviews and approves requests for new positions.

### **How Are Management Positions Designated?**



Several factors are taken into account when a job classification is designated as management or non-management. Generally, classes are designated to bargaining units in which there is a “community of interest”. This is the County’s Employee Relations Policy general guidance, and this policy also defines management, supervisory and professional employees. Management is broadly defined and essentially includes any job class that is exempt from overtime per the Fair Labor Standards Act. (See Exhibit A for definitions.)

Management classifications at the County of Sonoma are in the Salary Resolution and Sonoma County Law Enforcement Management Associations and Deputy Sheriff Management Association. The management designated classifications in the Salary Resolution are in Bargaining Unit 52 (Department Heads) and all other management designated classifications are in Bargaining Unit 50. Bargaining Unit 50 has a wide variety of job classifications without distinction from one another. For example, there are professionals such as staff attorneys in the County Counsel’s Office, management classifications that are intended to manage units or functional areas and associated staff, and administrative management and analyst classes. Within this latter “group” of classes, their primary responsibilities are to perform professional level staff work related to budget, finance, data analyses, human resources, risk, general administration, planning, and/or coordinating programs and services. This latter group of management classifications’ primary purpose is not supervising staff, if at all.

A related practice in the County has been departmental management reviews in which department operations have been reviewed by outside consultants. For example, in the last few years, Information Services, Regional Parks and Public Defender have been reviewed. To some extent, these reviews have included a review of staffing.

---

## **LOOKING EXTERNALLY: DATA FROM OTHER AGENCIES**

Staff researched relevant and related legislation, studies and efforts. Consolidation, process reengineering, optimizing technology and organizational reviews have been a concerted effort in government agencies primarily beginning in the early 1990s, particularly after the Clinton administration released its National Performance Review. The need to find ways to reduce budget has resulted in several government agencies conducting span of control reviews and a few states passing legislation mandating specific span of control ratios. Some of these efforts have been influenced from union activity.

The prevalent approach in these efforts is a span of control analysis. Oregon and Texas have a legislated 1:11 span of control ratio. Their definitions of span of control are consistent with the definitions listed in Exhibit C. In Oregon and Texas, there was a phased process in which they were required to achieve the required ratio, and each state has some exemption processes and exempted departments.

### **What is Span of Control?**

Span of control is defined as the number of subordinates reporting directly to one manager or supervisor. For example, a supervisor who has seven direct reports would have a ratio of 1:7, and a department that has five total managers/supervisors and 25 total non-managers/supervisors reporting to the five would have a ratio of 1:5. Span of control is a tool used to determine how relationships and

direct reporting structures are established. Span of control is important because it directly affects supervision and control, efficiency, communication channels, workload balance, performance, morale and labor costs. The organizational structure should be a means to a high performing organization and should support the organization’s objectives and services. Span of control is referred to as being “narrow” or “wide”. A narrow span of control indicates that one manager/supervisor directly supervises few subordinates and inversely for a wide span of control.

The literature does not identify a single ratio that is the ideal or recommended ratio for optimal span of control. Rather, research indicates the appropriate ratio depends on a variety of factors, and organizations are charged with taking these factors into consideration when evaluating and determining appropriate organizational structures depending on services, products, business models, business processes, technology, etc. Organizations with narrow spans and many management layers can suffer from poor communication and slow decision making; spans that are too wide also create problems such as inconsistent employee performance, inadequate supervision, and slow decision making/responsiveness by leadership due to having too broad of a scope of responsibility.

The following, and similar illustrations, was commonly found in literature:

←	Narrow Spans	Wide Spans	→
Complex	Nature of the Work		Not Complex
Different	Similarity of activities performed		Similar
Not Clear	Clarity of organizational objectives		Clear
Fuzzy	Degree of task certainty		Definite Rules
High	Degree of risk in the work for the organization		Low
High	Degree of public scrutiny		Low
Weak	Supervisor’s qualifications and experience		Strong
Heavy	Burden of non-supervisory duties		Light
High	Degree of coordination required		Low
None	Availability of staff assistance		Abundant
Weak	Qualifications and experience of subordinates		Strong
Dispersed	Geographic location of subordinates		Together
←	More Supervisors	Fewer Supervisors	→

Management layers are also components of organizational structure. Overly hierarchical organizations create challenges with communication, decision making and flexibility.

**San Mateo County’s Study**

Closer to Sonoma County, San Mateo used a consultant to conduct a study of their management percentages and span of control in 2010-2011. San Mateo’s consultant stated collecting comparative data was significantly complicated and difficult to validate for a variety of reasons. These reasons include differences in services, organizational structure, and how respective agencies define “management”. Ultimately, it appears San Mateo developed management staffing and span of control

guidelines to ensure a thoughtful process to allocating management and supervisory positions to control their span of control.

The comparative data that San Mateo published in 2010 is as follows:

County	Percentage of Management
Alameda	26%
Contra Costa	15%
Marin	22%
Santa Clara	11%
San Mateo	9%

County	Staff : Supervisor Ratio <sup>1</sup> (Span of Control )
Alameda	9.1:1
Contra Costa	8.8:1
Marin	7.4:1
Santa Clara	9.6:1
San Mateo	5.7:1

Contra Costa, Santa Clara and San Mateo have medical centers/hospitals which significantly changes their workforces as compared to Counties that don't have hospitals. The County's without a hospital have a higher percentage of management positions.

**What Can be Gleaned from Mandated Span of Control Ratios**

In speaking with a high level human resources manager from Oregon, the individual commented that their ratio was arbitrary and a thoughtful and analytical method of determining the ratio was not conducted. This individual stated attempts have been made to amend the Oregon legislation to deal with the lessons learned in administering the legislation, and taking too big of a "bite at the apple" with the initial legislation.

In speaking with the Texas Auditor's Office, manager of the state's classification division, the legislation has not led to any aggressive initiatives. The Auditor's Office creates an annual full-time equivalent report in which the span of control ratios is a component of the report; however, they only report on the state's average and do not detail state department ratios. Overall, the state is meeting the mandated ratios, and they are not actively requiring departments that are not meeting the ratio to take any action. The manager was not aware of the rationale behind the ratio.

In speaking with these managers and in other research, it appears neither Texas nor Oregon had any benchmark performance metrics to compare organizational effectiveness and service quality prior to, or post implementation of the legislation. The Oregon manager stated employee morale, particularly the managers and supervisors, has been significantly negatively impacted by the legislation and the processes and methods that were followed to meet the ratio requirements. In Oregon, positions have either been eliminated or manager/supervisors have been reclassified and the supervisory responsibilities eliminated and distributed amongst the remaining supervisors, thus increasing the workload of the remaining supervisors/managers.

Iowa also has span of control legislation that has been amended since initially adopted. It appears that in 2011, the ratios were not achieved across all state agencies and the overall ratio was 1:10. In 2011, a bill was introduced to attempt to repeal the legislature suggesting amendments were desired due to challenges with the initial legislation.

---

<sup>1</sup> A supervisor may reside in a management or non-management classification

*It is important to note that in those states that passed legislation, supervisors are not represented by unions. In California, under the Meyers Milias Brown Act, supervisors can be represented.*

It's critical to note that in all of the comparative efforts, there is no qualitative and performance measurement data studied or published that correlates higher/lower percentage of management or narrow/wide span of control with performance-based measures, neither before, during, nor after any review or legislation. Also, staff could not find any data that indentifies the fiscal saving from these efforts.

Exhibit C is a matrix of comparative efforts.

---

## **LOOKING INTERNALLY: COUNTY OF SONOMA DATA**

### **Methodology**

The review is an evaluation of position data and organizational structure to inform the organization and facilitate organizational and workforce decision-making; it was not the intent of this review to conduct a historical review of changes in the organization's positions. In this analysis, Human Resources assessed the organization's ratio of management to non-management positions, the organization's span of control and management layers. The scope of the review includes all County departments and the Fairgrounds, Sonoma County Water Agency (SCWA), Sonoma County Agriculture and Preservation Open Space District (SCAPOS), Sonoma County Retirement Association (SCERA) and Sonoma County Community Development Commission (SCCDC).

Information on allocated positions and actual employees was collected from the Human Resources Management System (HRMS) and by working with department staff, particularly to ensure accurate reporting relationships. The data excludes extra-help employees and temporary service employees and includes vacant, regular positions. Because position information is very fluid, data used and cited reflects the organization as of January 30, 2013.

Specific data was collected and analyzed:

- Position allocations
- Actual number of employees (as opposed to position allocations)
- Direct reporting relationships
- Types of duties being performed by a sample group of management positions
- Departmental Organization (to determine management layers)<sup>2</sup>

Exhibit D, Report of Management Employees to Non Management Employee Ratios, and Exhibit E, Span of Control Report, contain the collected data and analysis.

### **Data from Comparative Agencies Was Not Collected**

---

<sup>2</sup> Departmental organization charts are not standardized, may show extra-help, etc., and positions may not reconcile with HRMS position data; organizational charts were used to determine management layers.

Reviewing comparable agency data with Sonoma's data was not an objective of the review because of the inherent challenge with finding truly comparable data. Many factors make this a significant challenge: other agencies are organized differently; services provided often differ and are not always in the "match" department of another agency; the use of automation/technology can result in significantly different staffing models; agencies may define management or supervisory positions differently; and finally, many agencies do not have this data readily available and in an "apples to apples" reporting format.

### **Management to Non Management Employee Data**

In the past two budget cycles, the County has reported on the number of management allocations to non-management allocations. Looking at the data in this perspective, management allocations currently equate to 14.9% and a ratio of 1:5.7. However, allocations do not accurately portray the workforce, the number of employees does. The HRMS provides the ability to look at the number of employees. The County has 3822 *employees*, of which 557 are in a management designated classification and bargaining unit. These bargaining units consist of Department Heads (52), Administrative Management (50), and DSLEM and SCLEMA. These 557 employees equate to 14.6% of the total employees and in comparing these management employees to non management employees, the ratio is 1:5.9.

Three hundred seventy five management positions have direct reports and supervise a total of 1,944 employees. This demonstrates that 67% of the management employees are performing management defined responsibilities as well as managing and supervising employees. The ratio of managers who supervise as compared to the direct number of employees supervised is 1:5.2.

#### Adjusted Management Data:

Consistent with past reporting on management allocations, management positions have been shown with an adjusted number. For this review, more analysis has been conducted to determine which classes to consider when developing this adjusted number. Specifically, the classifications excluded from management in the adjusted number are: Department Analyst, Program Planning and Evaluation Analyst, Accountant III, Accountant/Auditor, Retirement Investment Analyst, Risk Management Analyst, Human Resources Analyst, Administrative Analyst, Major Project Architect, Patient Care Analyst, Deputy County Counsel. These job classifications are by definition FLSA administrative and professional exempt. These classifications' primary duties include providing high/professional level direct services that require significant experience, significant analysis and independent judgment on complex matters, and must work autonomously and regularly have a high level of decision making with limited supervision. Additionally, these classifications are not distinguished or defined as classes in which managing work units/divisions is a primary responsibility, although some may lead and supervise staff and/or oversee programs.

This adjusted number of management employees is 381 and 3441 non-management. These 381 employees equate to 10% of the total number of positions and the adjusted ratio of management to non-management position is 1:9.

### **Common Organizational Principles: Management Layers and Span of Control**

Research suggested that the most pertinent analysis of organizational structure and workforce is span-of-control and management layers.

Management layers were counted and are reported for each department in Exhibit F. Departmental organizational charts are on file with the Clerk of the Board. The number of management layers in the departments ranges from 2-6 layers. Human Services, the Sheriff's Office, Health Services and Transportation and Public Works have some instances of six layers. These four offices are considered large departments. The majority of the departments have four or less management layers.

In order to evaluate the span of control numbers, all supervisory positions are analyzed *regardless* of their represented status or if they are in a management bargaining unit against the number of direct reports. The analysis found that there are a total of 666 employees that supervise. There are 3,765 employees reporting to the 666. *Note:* there are more employees reporting to the supervising positions than there are total employees because positions may be counted more than once in the analyses. For example, a supervisor may be a direct report and is also a supervisor. Comparing the total number of supervisory positions to their direct reports, the aggregate span of control ratio is 1:5.7. Similar to the analyses of the lower percentage of management positions, those departments with a narrow, focused scope of services have a wider span of control than the aggregate. The data also demonstrates that employees who have direct reports, but are not in a management job class have a ratio of 1:6.6.

### **What do Management Employees Do? A Look at Additional Data from Five Departments**

Management positions perform necessary duties and provide services. Management level positions require a significant level of subject matter knowledge and expertise. These positions use independent judgment on matters that are complex and have significance and impact. They work independently with minimal direct and day-to-day supervision. While not an all inclusive list, they are typically expected to perform the following types of duties: ensure policies, laws, programs, etc. are delivered appropriately; resolve and advise on complex issues; analyze complex information, make recommendations, and implement actions; manage projects and/or programs of significance; and lead and supervise employees. These duties include performing direct services, or are indirectly related to the organization's ability to deliver services. Providing services can be in many forms and can be internally or externally focused; it would be a misnomer to only consider positions that have direct contact with the external community as providing direct-services.

Five departments (County Counsel, Child Support Services, Department of Health Services, Human Services and General Services) were asked to complete a more detailed spreadsheet to reflect the general duties that each management position is performing. These departments are a sampling of departments which had either a narrow or wide span of control and one department whose number of management to non-management positions was impacted by the County's broad definition of management and how the positions have been placed in Bargaining Unit 50. From this data, which represents a total of 230 positions in Bargaining Unit 50, we can better understand the role of many management positions:

- The County Counsel’s Office has a very high percentage of positions in Bargaining Unit 50. It’s easy to understand that in the County Counsel’s Office, 97% of their management positions are performing professional legal services for internal customers due to the fact that their attorneys are in BU 50. In reality, six positions, or 20% of their management positions, are responsible for the overall management and administration of their office of 41 positions. Of these six positions, they are working managers and provide direct services by handling the most complex and critical legal matters.
- The Department of Child Support Services has a low percentage of management positions. This can be attributed to the focused scope of services that are supported by automation and relatively clear laws, policies and procedures. In this department of 102 positions, five, or 83% of their management positions are responsible for the overall management and administration of the department. Of their management positions 67% are performing direct services and all of them are responsible for performing complex research and analysis.
- The Department of Health Services has 609 employees in the department of which 94 are management, or 15%. Seventy percent of the management employees have direct reports and 99% have responsibility for administering or managing policies or programs. Eighty-three percent of their management employees are providing direct services.
- Human Services has 756 employees in their department of which 70 are management, or 9%. Like Health Services, 70% of Human Services’ management employees have direct reports and the majority of their positions have responsibility for administering or managing policies or programs and are providing direct services.
- General Services has 118 positions of which 30 are management positions. General Services could be considered a mid-sized department, but they provide a variety of distinct and professionally different services. Over 70% have direct reports and 93% are providing some kind of direct service. The majority of their management positions are performing a wide variety of management level duties; 23% of their positions are performing professional work (per FLSA).
- Of this subset of five departments: 64% have direct reports, 80% regularly administer policies and programs; 70% conduct complex research and analysis; over half have fiscal responsibilities and approximately 80% perform regular, day-to-day services to internal or external “clients”.

Exhibit G is rolled up data from the five selected departments. Detailed spreadsheets are available on file with the Clerk of the Board.

**The Story is not all Told in the Math: Additional Departmental Experiences**

There are factors to consider when reviewing a department’s number/percentage of management positions or span of control that are not going to be clear when only analyzing positions in a mathematical context.

It’s also important to note that the number of management positions is influenced by a variety of factors. Those departments that have a high number of professional and administrative exempt positions per FLSA have a high number of management employees such as the County Counsel’s Office,

Human Resources and County Administrator's Office. These offices have a high number of professional and analyst classes. Another example is the Auditor-Controller-Treasurer-Tax Collector's Office. This department has a high number of management positions because they have a high number of Accountant/Auditor positions which are designated to BU 50.

Without diminishing the importance and the impact of the services provided, those departments that have a narrow and focused scope of services have fewer management positions such as Department of Child Support and the law enforcement and public legal offices. The largest departments who provide significant front-line public services also have less management positions than the aggregate percentage such as Human Services, Transportation and Public Works and Permit and Resources Management.

Departments that have varied and in many cases, distinctly different types of services, tend to have more management positions due to the difficulty in consolidating distinct services. Distinct services tend to require specific experience and subject matter knowledge. Staffing models also impact the number of supervisors or managers.

Some departments provided perspectives on their work which the math doesn't convey:

Agricultural Commissioner: The department has a significant amount of seasonal work that is done by extra-help staff over a six to nine month season. This staff currently consists of 19 extra-help employees. These employees translate to management and supervisor workload, and widen the span of control when these employees are working. The department has two, distinct major service areas, agriculture and weights and measures, and they must service the entire county; therefore, consolidating these two distinct functions is not a viable operational change. The supervisory positions are "working supervisors", meaning they are responsible for performing some of the total workload in addition to supervisory duties. The department's budget is complex and 55% of its total operating budget is from 19 distinct state and federal grants. Each of these grants requires some level of work plan development, monthly reporting, and funding negotiations, all which are management level duties. Supervisors must ensure the efforts of the line-staff are coordinated in a strategic manner to ensure that all revenue opportunities are fully leverage and that the highest priority of non-funded work is addressed. This leads to an added complexity for supervisors when assigning work.

Fire and Emergency Services: The department uses volunteers and extra-help employees extensively due to the 14 volunteer fire companies, over 300 volunteer firefighters and over 130 other volunteers. Additionally, certain services or workload are cyclical and do not require full-time, ongoing staff. The department employs over 40 extra-help employees to perform these intermittent services.

Information Systems: Information Systems manages a large number of systems, activities, projects, external consultants and a large number of vendors. Traditional management level duties are required for these positions such as analyzing customer needs, project planning and resourcing, cost and budget analysis, etc. Therefore, the department has some management positions that are not intended to be a unit/staff manager, but rather, are intended to focus on managing projects and systems. These positions must be able to flexibly move to new assignments as projects are completed or move into long-term maintenance status and not planning and implementation.

Permit and Resource Management: PRMD provides a variety of services which are distinct and separate in profession such as planning, civil engineering, environmental health, building inspection and code enforcement. They also have a complex operation servicing the public. Operationally, they must have a



manager with the appropriate professional knowledge for each of these distinct functions. These management positions also perform the highest level staff work in addition to supervising and managing day-to-day functions.

Probation: The department's Juvenile Hall is a 24/7 operation with a fluctuating population; operations and coverage has specific legal mandates to adhere to. For cost efficiencies, the work of core staff is supplemented by well trained Extra Help employees to allow the department to meet the needs of the youth they serve. As a result, the department currently has about 90 extra-help employees. These employees translate to management and supervisor workload, and widen the span of control when these employees are working.

Sonoma County Employee Retirement Association (SCERA): SCERA has a unique governing board that reviews and initially approves their organizational structure and recommended positions; the County Board approves their positions as a formality. Ensuring their fiduciary duties are upheld is of the utmost importance and their management positions are critical in this responsibility.

Water Agency: Approximately one third of the Agencies' workforce is staffed by technical and professional extra-help employees. These extra-help resources cover the increased workload with seasonal changes in water and wastewater supply needs, stream maintenance, environmental complaints, implementation of the Biological Opinion and its educational programs. These employees translate to management and supervisor workload, and widen the span of control when these employees are working.

### **Factors Have Impacted the Organization and Demographics of the County's Workforce**

The County's workforce and delivery of services is different than it was a decade ago. Technology and process improvements have resulted in significant efficiencies thereby alleviating the need for clerical support staff to perform work that has been replaced by technology and process improvements. For example, in the Human Resources' Recruitment Division, there is now one Senior Office Assistant who functions as the department's receptionist; in 2000, there were 6.45 and one clerical supervisor. The division began using an applicant processing system in 2003 which automated the majority of the work that had been performed by these positions. However, the higher level and more complex duties being performed by the management/analyst positions remained. The system provided so much efficiency that what little clerical work there was could be absorbed by the paraprofessional positions and the analysts, and the remaining staff could still perform the same and higher volume of workload than they did with many clerical support staff.

Departments have reorganized and consolidated, particularly in the late 1990s and early 2000s. Consolidation provides the opportunity to evaluate and re-organize internal support structures. The consolidation effort has been coupled with the general change in technology resulting in the need for less support positions.

Business models and service delivery has changed, particularly in the Department of Health Services and Human Services. The positions in Health Services have significantly changed in the last 15 years or so due to changes in how their services have been and are delivered to the public. The County no longer has a hospital and Health Services is no longer in the "clinical business" as they once were in the earlier part of the 2000s. The Department has had to be creative and agile in their service delivery and responsibility due to changes in federal and state funding, and they have the option to legally outsource

many services. Due to these pressures, and the conclusion that the services can be maintained and provided to the public in a more cost effective manner if provided by a community provider, many line staff positions have been eliminated. However, management and analyst positions are required in the case of outsourced services in order to oversee, analyze and ensure the quality and services being delivered by the community provider, as well as analyze and recommend service enhancements or changes due to community and environmental factors.

---

## **FINDINGS**

### **Other Organizations Efforts and Research on Organizational Concepts**

- Span of control and hierarchy are the organizational and management principles that have the most impact on organizational performance. This principle takes into consideration organizational structure and evaluates important components that help determine the appropriate combination of supervision taking into account scope of responsibility and complexity of functions. These principles acknowledge there are risks if span of control is too wide due to insufficient supervision.
- There is no “one size fits all” approach of management percentages, span of control ratios or management layers. Research indicated that the appropriate number of managers or span of control “depends”, and a variety of factors need to be taken into consideration when analyzing these principles.
- In the few cases that have mandated a specific span of control ratio, there is no benchmark data that measures and correlates organizational effectiveness, performance, and improved services before or after the specific ratio was mandated; those organizations that have a mandated span of control ratio have not necessarily become more effective or higher performing organizations.
- There is no data from the review of the other agencies/stated noted above that identifies the fiscal savings achieved by adjusting staffing ratios to rebalance the ratios of staff to supervisor.

### **Sonoma County’s Data and Practices**

- The County’s workforce and delivery of services is different than it was a decade ago, thereby impacting the types of skills and positions needed in the workforces. The County’s work force has adjusted over the years in response to these changes.
- Business models and service delivery has changed and the County is employing service models in some areas that rely on community providers and partners, who can provide services more cost effectively. This change in service model has reduced the need for line positions in some areas.
- The contributions of all employees in the county workforce are valued for the service they deliver. Many Management employees, along with line employees, are part of teams that deliver direct services to the community.

- The management layer data demonstrates that the layers of management are proportionate to the size of the departments and not unreasonably hierarchical. The largest departments have up to 6 layers, the mid-sized departments generally have up to 4 layers, and the smaller departments have up to 3.
- Overall, the percentage of management allocations and ratio has been consistent and does not indicate an unbalanced growth in management positions, employees or management to non-management ratios.
- When looking at the County's percentage of management staff as compared to the data that was collected by San Mateo's consultant, the County's percentage of management is in alignment with the other Counties and is significantly less than those Counties that do not have a hospital like Sonoma.
- As an aggregate, the County of Sonoma's span of control can be considered narrow, particularly when looking at San Mateo's comparative data. As stated above and throughout this report, the optimal span of control depends on a variety of factors. However, this comparable data, although limited and from 2010, suggests the County should consider steps to ensure span of control is considered when filling vacancies, planning reorganizations and establishing new positions. There are 15 departments which have a narrower span of control than the aggregate total.
- Due to the County's Employee Relations Policy broad definition of management, Bargaining Unit 50 has job classes that are intended to manage staff and organizational units/functions combined with job classes that are performing professional and administrative exempt/management level job duties that by FLSA definition are exempt job duties. Consideration should be given to the differences in management positions to the extent that labor relations laws and rules allow to better distinguish those classifications from one another.

In conclusion, this review does not suggest there needs to be an immediate or aggressive approach to changing management positions or span of control ratios. There appears to be some opportunities to improve, or widen span of control ratios through gradual organizational review and careful thought when planning or filling management or supervisory positions.

---

## **RECOMMENDATIONS/NEXT STEPS**

Given the wide array of organizational structures and services in County departments, the data found from this analysis should be recognized as a starting point, or benchmark, for learning and determining where opportunities exist in which widening (or narrowing) span of control will result in service and performance improvement. The County is committed to achieving high levels of performance and service delivery, and in ensuring the workforce is appropriately structured and skilled to achieve the County's strategic goals. The following are recommended next steps to maximize responsibility and accountability to this effort:

1. All actions must ensure improved and positive impacts on service delivery, lead to a professionally managed organization and support the goals of the County Strategic Plan and its strategic organizational vision. Performance indicators that are identified and tracked pursuant to the strategic plan should provide the mechanism for measurement.
2. Consistent with number one above, staff recommends using the day-to-day opportunities to analyze positions as they arise such as:
  - a. when filling vacancies, evaluate the position;
  - b. when requesting new positions (management and supervisory), continue the requirement for business case justification and classification review;
  - c. when planning reorganizations;
  - d. when studying positions during formal classification studies.
3. Direct departments to analyze span of control when creating or filling positions with the goal of achieving optimal service delivery and keeping in mind strategic objectives
  - a. HR, CAO, and Departments evaluate and provide guidance on optimal span of control
  - b. Include as a measurement for department head evaluations effective use of organizational structure and span of control concepts.
4. Direct Human Resources to evaluate the Employee Relations Policy, definitions and bargaining unit designations for management classifications and pursue actions where needed to delineate bargaining units.
5. Direct staff to meet with unions to explore potential and appropriate collaborative opportunities related to span of control.
6. Continue the practice of management reviews of departments and include organizational structure and span of control in the analysis.
7. Direct staff to develop an organizational leadership philosophy that demonstrates the commitment to being a high performing organization that values all employees.

Exhibits:

Exhibit A - Definitions

Exhibit B - Permanent Position Summary

Exhibit C - Matrix of Comparative Studies

Exhibit D - Management Data

Exhibit E - Span of Control Data

Exhibit F - Management Layers

Exhibit G - Roll-up Analysis of Departmental Management Positions (5 Departments)

On file with the Clerk of the Board:

Departmental Management Responsibility Analysis (5)

Departmental Organization Charts

## **Definitions**

For purposes of understanding the data, the following are the definitions used and reported in this review:

Management to non-management reporting:

**Management (Administrative Management):** means an employee customarily having responsibility for formulating, administering or managing the implementation of County policies and programs.<sup>1</sup> This includes employees in Salary Resolution Bargaining Units, 52, and 50. Sonoma County Law Enforcement Management Association (SCLEMA/BU 44), and Deputy Sheriff Law Enforcement Management (DSLEM/BU 43).

**Non-management:** this means all regular positions not in the above bargaining units/associations.

**Professional Employee:** in relevant part means an employee engaged in work that is: 1) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; 2) involving the consistent exercise of discretion and judgment in its performance; 3) of such a character that the output produced or the result accomplished can not be standardized in relation to a given period of time; and 4) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical process. (Some management to non-management data in this report may exclude what would be possible to designate as a professional position and will be noted as such.)<sup>23</sup>

### **Fair Labor Standards Act (FLSA) Exemptions:**

*A) Executive Exemption* - the employee's primary duty must be managing the enterprise, or managing a customarily recognized department or subdivision of the enterprise, must customarily and regularly direct the work of at least two or more other full-time employees or their equivalent, and the employee must have the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees must be given particular weight;

*B) Administrative Exemption* - the employee's primary duty must be the performance of office or non-manual work directly related to the management or general business operations of the employer or the employer's customers, and the employee's primary duty includes the exercise of discretion and independent judgment with respect to matters of significance.

*C) Professional Exemption* - significantly similar to above definition of professional employee.

---

<sup>1</sup> Per the County Employee Relations Policy

<sup>3</sup> Per the County Employee Relations Policy

Management layer: Without including or counting the lowest level of line staff, means the maximum number of people including the department head through which a line staff employee must report in order to reach the department head.

Span of Control: Span of control is defined as the number of subordinates reporting directly to one manager or supervisor. For example, a department that has 5 managers/supervisors and 20 non-managers/supervisors would have a ratio of 1:4. Span of control is a tool used to determine how relationships and direct reporting structures are established. Span of control is important because it directly affects supervision and control, efficiency, communication channels, workload balance, performance, morale and labor costs. The organizational structure should be a means to a high performing organization and should support the organization's objectives and services. Span of control is referred to as being "narrow" or "wide". A narrow span of control indicates that one manager/supervisor directly supervises few subordinates and inversely for a wide span of control.

Span of Control reporting:

Supervisor: means any employees having authority, in the interest of the County to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment,<sup>3</sup> and management designated positions that also have direct reports and supervisor responsibilities as described in this definition. A supervisor for purposes of span of control may reside in a management or non-management job classification and may or may not be represented.<sup>3</sup>

Non-supervisor: means all positions not acting as a supervisor as described in the definition of supervisor.

---

<sup>3</sup> Consistent with the prevalent and widely published definition of span of control, and comparative legislation

X	154.5	41	195.5
A	5.75	21.8	27.55
B	10	26.05	36.05
C	19.5	27	46.5
D	88.5	22	110.5
E	80.2	32	112.2
F	90.73	10	100.73
G	55	36	91
H	85	11	96
I	2.5	2	4.5
J	69	12.55	81.55
K	164.02	19.75	183.77
L	553	37	590
M	57.75	51	108.75
N	230.6	17	247.6
O	19	26	45
P	584.6	68	652.6
Q	394.99	71.4	466.39
R	95.5	12	107.5
T	26.75	6	32.75
U	3.75	0	3.75
V	14.4	5	19.4
W	19.52	7	26.52
Y	37	6	43
Grand Total	2861.56	567.55	3429.11

# Comparative Span of Control/Organizational Streamlining Initiatives

	Summary	Ratio	Definitions
Oregon, 2011 - present	<ul style="list-style-type: none"> <li>• Legislation intended to reform “span of control” requiring state agencies with 100 or more FTE to manage the ratio of public employees to <u>supervisory</u> employees. (Supervisory employees are not represented.)</li> <li>• Phased approach; exception process.</li> <li>• Departments provide a report to the Joint Committee on Ways and Means.</li> <li>• Must provide report in the budget process that includes: ratio of public employees to supervisory employees; ratio of public employees to managerial employees; and number of positions authorized for managerial employees who do not act in a supervisory capacity and the description of the duties assigned to those positions.</li> </ul>	1:11	<ul style="list-style-type: none"> <li>• <u>Supervisory employee</u>: any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances.</li> <li>• <u>Managerial employee</u>: possess authority to carry out management decisions or who represents management’s interest by taking or recommending discretionary actions that control or implement employer policy, and who has discretion in the performance of these management responsibilities beyond the routine discharge of duties; need not act in a supervisory capacity.</li> <li>• <u>Public employee</u>: employee of the public employer excluding elected officials and board appointed commissioners or those serving on boards, or persons who are confidential, supervisory or managerial employees.</li> </ul>
Texas, 2006- present	<ul style="list-style-type: none"> <li>• Legislation requiring state agencies with 100 or more FTE to develop procedures to achieving the required supervisor to non supervisor staff ratio.</li> <li>• State agencies may appeal the ratio requirement to the Legislative Budget Board, and some special agencies are exempt from the ratio including the Department of Family and Protective Services and Park’s field based operations.</li> </ul>	1:11	Per State Auditor’s Office FY 2011 FTE report: “span of control” or the number of employees who report to a single manager or supervisor.
San Mateo, 2010-2011	<ul style="list-style-type: none"> <li>• Analysis of management staffing percentages.</li> <li>• Analysis of supervisor span of control.</li> <li>• Developed a Management Staffing and Span of Control Guideline to have 10% or less management staffing and increase spans of</li> </ul>	Goal of maintaining management staffing at 10% or below total number	<ul style="list-style-type: none"> <li>• Management staffing are non-represented and attorney positions.</li> <li>• Span of control is the ratio of supervisors (managers and non-managers) to non-supervisors (managers and non-managers) in a department or departmental work unit.</li> </ul>



# Comparative Span of Control/Organizational Streamlining Initiatives

Exhibit C

	control where possible.	of positions	
Iowa, 2009-present	<ul style="list-style-type: none"> <li>Government Reorganization Act targets the aggregate span of control ratio of supervisory employees to other employees shall be 1:15.</li> <li>Allows exceptions due to legally mandated ratios and allows requests for waivers to be heard by a five-person review board.</li> <li>In times of layoff, requires middle management reductions to correspond to the relative number of direct service position layoffs.</li> <li>Annual report filed with the Governor and the General Assembly detailing the effects of the policy on the composition of the workforce, cost savings, efficiencies and outcomes.</li> </ul>	1:15	<p><u>Supervisory employee</u>: means a public employee who is not a member of a collective bargaining unit and who has authority, in the interest of a public employers, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees, to direct such public employees, or to adjust the grievances of such public employees, or to effectively recommend such action.</p>
City of Kansas City, 2002	Performance audit of the City's span of control in which they determined the actual span of control and analyzed where span of control was too high or too low; and evaluated the city's management layers.	No specific ratios goals; median span of control was 1:4.6	<ul style="list-style-type: none"> <li><u>Span of control</u>: how many people a manager or supervisor can control while maintaining productivity and discipline, and the number of employees reporting to a supervisor.</li> <li><u>Supervisors</u>: employees who write and are the primary signers of their subordinate employees' performance evaluations and are likely responsible for hiring, disciplining, and directing work.</li> <li><u>Employees</u>: full-time, part-time, seasonal and contract employees as of the date the audit data was developed.</li> <li><u>Direct reports or subordinates</u>: employees whose performance evaluation is signed by the same supervisor.</li> <li><u>Management Layer</u>: reporting levels in an organization with the exception of the bottom layer of non-supervisory line workers.</li> </ul>
City of Portland, 1994 and 2011	Span of control review and report with recommendations to evaluate organizational structures and seek to streamline where possible.	No specific ratio goals	Span of Control is defined as the number of subordinates reporting directly to one manager or supervisor.
City of Seattle, 1996	<ul style="list-style-type: none"> <li>Study to evaluate span of control and number of management layers.</li> </ul>	No specific ratio goals; avg. ratio was	<ul style="list-style-type: none"> <li><u>Span of control</u>: Number of staff reporting directly to a supervisor or manager.</li> </ul>

## Comparative Span of Control/Organizational Streamlining Initiatives

Exhibit C

	<ul style="list-style-type: none"> <li>• Recommendations included having departments attempt to consolidate positions where possible; invest in training managers/supervise so they can effectively manage larger teams; evaluate classification, compensation, and layoff policies.</li> </ul>	1:5.9	<ul style="list-style-type: none"> <li>• <u>Management layer</u>: the maximum number of people including the CEO through which a line staff employee must report in order to reach the chief executive of an organization.</li> </ul>
Federal Government – National Performance Review Initiative, 1998	<ul style="list-style-type: none"> <li>• Executive order to streamline and downsize the federal government yet minimize reductions in force.</li> <li>• U.S. Office of Personnel Management carried out oversight program to ensure agencies exercised their delegated personnel authorities in accordance with Merit System Principles.</li> <li>• Objectives included decreasing supervisory positions and increasing the supervisory span of control from 1:6.5 to 1:15 over a 5-year period (13% of workforce was supervisory in 1994).</li> </ul>	1:15	Span of control: supervisory positions as compared to nonsupervisory positions.
Flattening Organizations: Practices and Standards , 1997	<ul style="list-style-type: none"> <li>• California Research Bureau, California State Library as requested by California State Senator, Mike Thompson.</li> <li>• Report/White Paper.</li> </ul>		<ul style="list-style-type: none"> <li>• Flattening the Organization: reducing the layers between chief executives and front-line supervisors by targeting “middle managers”.</li> <li>• Layers of Management: one or more supervisors of the same level or rank in a hierarchy, beginning with first level supervisory staff up to and including the chief executive officer.</li> <li>• Span of Control: the number of employees or subordinates that report directly to a supervisor or manager.</li> </ul>

County of Sonoma Management Data

Exhibit D

as of 01/30/13

All Management to Non-management

Counts all positions in BU 52, 50, 44, 43 to all positions not in one of those bargaining units

Adjusted Management to Non-Management

Excludes certain job classes from BU 50\*\*

Department	Total allocated FTE in Dept.*	Allocated Mgmt FTE	# of Non Mgmt FTE	% Mgmt	Ratio of Mgmt Allocations	Total Employees in Dept	Total # of Mgmt	# Non Mgmt	% of Mgmt Employees in Dept	Ratio of Mgmt Employees in Dept	# of Mgmt Employees Excluding Certain Job Classes	Adjusted Non-Mgmt Employees	% of Revised Mgmt Employees in Dept	Ratio of Revised Mgmt Employees in Dept
Agricultural-Commissioners Office	30.23	6.68	23.55	22.10%	3.5 : 1	31	7	24	22.6%	3.4 : 1	6	25	19.4%	4.2 : 1
Auditor-Controller	94	42	52	44.68%	1.2 : 1	94	42	52	44.7%	1.2 : 1	22	72	23.4%	3.3 : 1
Clerk Recorder Assessor	106.73	11	95.73	10.31%	8.7 : 1	107	11	96	10.3%	8.7 : 1	10	97	9.3%	9.7 : 1
Community Development Commission	33	6	27	18.18%	4.5 : 1	33	6	27	18.2%	4.5 : 1	6	27	18.2%	4.5 : 1
County Administrator's Office	20.55	12.8	7.75	62.29%	0.6 : 1	21	13	8	61.9%	0.6 : 1	8	13	38.1%	1.6 : 1
County Counsel	38	28	10	73.68%	0.4 : 1	41	30	11	73.2%	0.4 : 1	7	34	17.1%	4.9 : 1
Department of Child Support Services	101.5	6	95.5	5.91%	15.9 : 1	102	6	96	5.9%	16 : 1	5	97	4.9%	19.4 : 1
Department of Health Services	528.66	92.4	436.26	17.48%	4.7 : 1	609	94	515	15.4%	5.5 : 1	63	546	10.3%	8.7 : 1
District Attorneys Office	111.75	10	101.75	8.95%	10.2 : 1	114	10	104	8.8%	10.4 : 1	9	105	7.9%	11.7 : 1
Economic Development Board	8	3.5	4.5	43.75%	1.3 : 1	9	4	5	44.4%	1.3 : 1	4	5	44.4%	1.3 : 1
Fairgrounds	33.75	7	26.75	20.74%	3.8 : 1	34	7	27	20.6%	3.9 : 1	7	27	20.6%	3.9 : 1
Fire and Emergency Services Department	21.85	7	14.85	32.04%	2.1 : 1	23	7	16	30.4%	2.3 : 1	7	16	30.4%	2.3 : 1
General Services Department	115.1	30	85.1	26.06%	2.8 : 1	118	30	88	25.4%	2.9 : 1	21	97	17.8%	4.6 : 1
Human Resources Department	51	30.5	20.5	59.80%	0.7 : 1	52	31	21	59.6%	0.7 : 1	8	44	15.4%	5.5 : 1
Human Services Department	746.6	69	677.6	9.24%	9.8 : 1	756	70	686	9.3%	9.8 : 1	41	715	5.4%	17.4 : 1
Information Systems Department	106.5	22	84.5	20.66%	3.8 : 1	108	22	86	20.4%	3.9 : 1	19	89	17.6%	4.7 : 1
Permit Resource Management Department	102	11	91	10.78%	8.3 : 1	102	11	91	10.8%	8.3 : 1	9	93	8.8%	10.3 : 1
Probation Department	274.1	19	255.1	6.93%	13.4 : 1	276	19	257	6.9%	13.5 : 1	13	263	4.7%	20.2 : 1
Public Defender's Office	49	4	45	8.16%	11.3 : 1	49	4	45	8.2%	11.3 : 1	4	45	8.2%	11.3 : 1
Regional Parks Department	75	12	63	16.00%	5.3 : 1	76	12	64	15.8%	5.3 : 1	8	68	10.5%	8.5 : 1
Retirement	15	7	8	46.67%	1.1 : 1	15	7	8	46.7%	1.1 : 1	6	9	40.0%	1.5 : 1
Sheriff	626	40	586	6.39%	14.7 : 1	631	40	591	6.3%	14.8 : 1	34	597	5.4%	17.6 : 1
So Co Ag Preserv and Open Space District	24.75	6	18.75	24.24%	3.1 : 1	26	6	20	23.1%	3.3 : 1	6	20	23.1%	3.3 : 1
Transportation and Public Works	186.02	21	165.02	11.29%	7.9 : 1	189	21	168	11.1%	8 : 1	16	173	8.5%	10.8 : 1
UC Cooperative Extension	5.25	1	4.25	19.05%	4.3 : 1	6	1	5	16.7%	5 : 1	0	6	0.0%	0.0
Water Agency	199.5	46	153.5	23.06%	3.3 : 1	200	46	154	23.0%	3.3 : 1	42	158	21.0%	3.8 : 1
<b>Total</b>	<b>3703.84</b>	<b>550.88</b>	<b>3152.96</b>	<b>14.87%</b>	<b>5.7 : 1</b>	<b>3822</b>	<b>557</b>	<b>3265</b>	<b>14.6%</b>	<b>5.9 : 1</b>	<b>381</b>	<b>3441</b>	<b>10.0%</b>	<b>9 : 1</b>

\*The total differs from Exhibit B; Exhibit B does not include list Retirement allocations and does include allocations for the Board of Supervisor and their District Directors

\*\*Excludes employees in the following job classes: Department Analyst, Program Planning & Evaluation Analyst, Accountant III, Accountant/Auditor, Retirement Investment Analyst, Risk Management Analyst II, HR Analyst, Administrative Analyst, Major Project Architect, Patient Care Analyst, Deputy County Counsel

County of Sonoma Span of Control Data

Exhibit E

as of 01/30/13

Department	Total Employees in Dept	Management With Direct Reports <small>Counts all positions in BU 52, 50, 44, 43 who have <u>direct</u> reports</small>				Supervisors With Direct Reports <small>Counts all positions excluding BU 52, 50, 44, 43 who have <u>direct</u> reports</small>			Span of Control Data <small>Counts represented and unrepresented who have <u>direct</u> reports</small>		
		Mgrs Who Supervise (BU 52, 50, 43, 44)	# of Staff Supervised by Mgrs	% of Mgmt w/staff	Reporting Ratio for Mgrs Who Supervise	# of Supervisory Positions supervising	# of Staff Reporting to Supervisors	Reporting Ratio Supervisors	# of Supervisory Positions	# of Staff Reporting to Supervisors	Span of Control Ratio
Agricultural-Commissioners Office	31	6	18	85.7%	3 : 1	4	13	3.3:1	10	30	3 : 1
Auditor-Controller	94	25	76	59.5%	0.1	7	13	1.9:1	32	89	2.8 : 1
Clerk Recorder Assessor	107	9	35	81.8%	3.9:1	12	71	5.9:1	21	106	5 : 1
Community Development Commission	33	4	15	66.7%	3.8:1	5	17	3.4:1	9	32	3.6 : 1
County Administrator's Office	21	7	18	53.8%	2.6:1	2	2	1:1	9	20	2.2 : 1
County Counsel	41	6	40	20.0%	6.7:1	0	0	0	6	40	6.7 : 1
Department of Child Support Services	102	5	27	83.3%	5.4:1	10	73	7.3:1	15	101	6.3 : 1
Department of Health Services	609	66	543	70.2%	8.2:1	28	155	5.5:1	94	609	6.5 : 1
District Attorneys Office	114	9	71	90.0%	7.9:1	5	32	6.4:1	14	103	7.4 : 1
Economic Development Board	9	1	8	25.0%	8:1	0	0	0	1	8	8 : 1
Fairgrounds	34	6	31	85.7%	5.2:1	1	2	2:1	7	33	4.7 : 1
Fire and Emergency Services Department	23	6	22	85.7%	3.7:1	0	0	0	6	22	3.7 : 1
General Services Department	118	22	69	73.3%	3.1:1	8	48	6:1	30	116	3.9 : 1
Human Resources Department	52	13	51	41.9%	3.9:1	0	0	0	13	51	3.9 : 1
Human Services Department	756	49	222	70.0%	4.5:1	70	524	7.5:1	119	746	6.3 : 1
Information Systems Department	108	16	100	72.7%	6.3:1	2	9	4.5:1	18	109	6.1 : 1
Permit Resource Management Department	102	9	38	81.8%	4.2:1	8	60	7.5:1	17	98	5.8 : 1
Probation Department	276	16	65	84.2%	4.1:1	25	213	8.5:1	41	273	6.7 : 1
Public Defender's Office	49	4	45	100.0%	11.3:1	2	17	8.5:1	6	48	8 : 1
Regional Parks Department	76	7	39	58.3%	5.6:1	9	37	4.1:1	16	76	4.8 : 1
Retirement	15	5	14	71.4%	2.8:1	0	0	0	5	14	2.8 : 1
Sheriff	631	31	126	77.5%	4.1:1	63	503	8:1	94	629	6.7 : 1
So Co Ag Preserv and Open Space District	26	5	24	83.3%	4.8:1	0	0	0	5	24	4.8 : 1
Transportation and Public Works	189	14	60	66.7%	4.3:1	27	128	4.7:1	41	188	4.6 : 1
UC Cooperative Extension	6	1	4	100.0%	4:1	0	0	0	1	4	4 : 1
Water Agency	200	33	183	71.7%	5.5:1	3	13	4.3:1	36	196	5.4 : 1
<b>Total</b>	<b>3822</b>	<b>375</b>	<b>1944</b>	<b>67.3%</b>	<b>5.2:1</b>	<b>291</b>	<b>1930</b>	<b>6.6:1</b>	<b>666</b>	<b>3765</b>	<b>5.7 : 1</b>

**County of Sonoma Department****Management Layers**

Agricultural Commissioner	2 – 4 layers
Auditor/Controller/Treasurer/Tax Collector	2 – 5 layers
CDC	2 – 3 layers
Child Support Services	2 – 4 layers
Clerk-Recorder-Assessor	2 – 4 layers
County Administrator	2 – 4 layers
County Counsel	2 – 3 layers
District Attorney	2 – 5 layers
Economic Development Board	2 layers
Emergency Services	2 - 3 layers
Fairgrounds	2 – 3 layers
General Services	2 – 5 layers
Health Services	2 – 6 layers
Human Resources	2 – 3 layers
Human Services	2 – 6 layers
Information Systems	2 – 4 layers
Open Space	2 layers
PRMD	2 – 4 layers
Probation	3 - 5 layers
Public Defender	2 – 3 layers
Regional Parks	2- 4 layers
Retirement	2 layers
Sheriff	3 – 6 layers
Transportation & Public Works	3 – 6 layers
UC Coop	2 layers
Water Agency	2 – 5 layers

Exhibit G

**Roll-up Analysis of Departmental Management Positions**

Dept	Mgr Positions	# of Mgmt with Direct reports	# of Employees Reporting to Mgr	% with Direct Reports	Prof/ Tech	% Prof/Tech	General Admin	% General Admin	Research & Analysis	% Research & Analysis	Budget/ Fiscal	% Budget/ Fiscal	Direct Services	% Direct Services	Contract/ Grant Admin	% Contract/ Grant Admin
CoCo	30	6	40	20%	29	97%	6	20%	30	100%	3	10%	29	97%	1	3%
DCSS	6	5	27	83%	1	17%	5	83%	6	100%	2	33%	4	67%	2	33%
DHS	94	66	543	70%	42	45%	93	99%	62	66%	57	61%	78	83%	72	77%
GS	30	22	69	73%	7	23%	28	93%	27	90%	24	80%	28	93%	19	63%
HSD	70	49	222	70%	19	27%	51	73%	39	56%	35	50%	41	59%	34	49%
<b>Total</b>	<b>230</b>	<b>148</b>	<b>901</b>	<b>64%</b>	<b>98</b>	<b>43%</b>	<b>183</b>	<b>80%</b>	<b>164</b>	<b>71%</b>	<b>121</b>	<b>53%</b>	<b>180</b>	<b>78%</b>	<b>128</b>	<b>56%</b>

**Definitions:**

**Professional/Technical:** engages in a variety of work predominantly intellectual involving consistent exercise of discretion and judgment; work requires knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital. (i.e. Attorneys, Medical Professionals, Professional Architects)

**General Administration:** customarily formulates, administers and/or manages policies and/or programs with autonomy and using independent judgment.

**Research & Analysis:** Conducts research of a complex nature that requires judgment and critical thinking; typically related to programs, policies, and/or complex data, which results in written or verbal summary, analysis and recommendations.

**Budget/Fiscal Administration:** administers/manages the department's budget/revenue, aspects of a department's budget/revenue, or for a specific program or group of programs.

**Direct Services:** Provides direct services to internal and/or external customers; services are varied, complex and not routine in nature requiring independent judgment and a considerable knowledge of the subject.

**Contract/Grant Administration:** Coordinates and administers grants/contracts/agreements; ensures compliance and appropriate delivery of services or products, or grant compliance; may conduct and coordinate RFPs; may seek grant funding.